

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

Diane M. Doolittle (Bar No. 142046)

dianedoolittle@quinnemanuel.com

Yury Kapgan (Bar No. 218366)

yurykapgan@quinnemanuel.com

Suong Nguyen (Bar No. 237577)

suongnguyen@quinnemanuel.com

Kyle Batter (Bar No. 301803)

kylebatter@quinnemanuel.com

555 Twin Dolphin Drive, 5th Floor

Redwood Shores, California 94065-2139

Telephone: (650) 801-5000

Facsimile: (650) 801-5100

David M. Elihu (Bar No. 303043)

davideliu@quinnemanuel.com

Jimmy Bieber (Bar No. 301639)

jimmybieber@quinnemanuel.com

865 South Figueroa Street, 10th Floor

Los Angeles, California 90017-2543

*Attorneys for Plaintiff Nektar Therapeutics*

Mark C. Holscher, P.C. (SBN 139582)

KIRKLAND & ELLIS LLP

555 South Flower Street, Suite 3700

Los Angeles, CA 90071

Telephone: (213) 680-8400

Facsimile: (213) 680-8500

Email: mark.holscher@kirkland.com

Emma Scott (SBN 352078)

KIRKLAND & ELLIS LLP

555 California Street, Suite 2700

San Francisco, CA 94104

Telephone: (415) 439-1400

Facsimile: (415) 439-1500

Email: emma.scott@kirkland.com

Diana M. Watral, P.C. (admitted *pro hac vice*)

Gabor Balassa, P.C. (admitted *pro hac vice*)

Ryan J. Moorman, P.C. (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

333 West Wolf Point Plaza

Chicago, IL 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: diana.watral@kirkland.com

Email: gbalassa@kirkland.com

Email: ryan.moorman@kirkland.com

*Counsel for Defendant Eli Lilly and Company*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

NEKTAR THERAPEUTICS,

Plaintiff,

vs.

ELI LILLY & CO.,

Defendant.

CASE NO. 3:23-cv-03943

**JOINT SUBMISSION OF EXHIBIT LISTS**

Hon. James Donato

Trial Date: October 27, 2025

Location: Courtroom 11

1 Pursuant to Paragraph 15 of the Court’s Standing Order for Civil Jury Trials, Plaintiff Nektar  
2 Therapeutics, Inc. and Defendant Eli Lilly and Company hereby submit (1) a chart summarizing the  
3 exhibits that the parties agree are admissible (“Undisputed List”) (Exhibit A)<sup>1</sup>, and (2) a chart  
4 summarizing the exhibits for which admissibility is disputed (“Disputed List”) (Exhibit B).

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9 DATED: September 25, 2025

Respectfully submitted,

10 QUINN EMANUEL URQUHART & SULLIVAN, LLP

11  
12 s/ Yury Kapgan

13 Yury Kapgan

14 *Counsel for Plaintiff Nektar Therapeutics*

15 DATED: September 25, 2025

Respectfully submitted,

16 KIRKLAND & ELLIS, LLP

17  
18 s/ Ryan Moorman

19 Ryan J. Moorman, P.C.

20 *Counsel for Defendant Eli Lilly and Company*

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27 <sup>1</sup> The parties agree that all exhibits on the Undisputed List are admissible, subject to any forthcoming  
28 Court order on pending motions in limine that may render them inadmissible. Further, the parties  
reserve the right to object to specific testimony about the exhibits on the Undisputed List on grounds  
separate from admissibility.

**ATTESTATION PURSUANT TO CIVIL L.R. 5-1(I)(3)**

I, John (“Mickey”) McCauley, am the ECF user whose user ID and password are being used to file this document. I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories.

By /s/ John McCauley  
John McCauley

# EXHIBIT A

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0001	11/20/2000			Article titled The eczema area and severity index (EASI): Assessment of reliability in atopic dermatitis, J. M. Hanifin	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0002	1/1/2001	N/A		Hanifin et al. article		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross-examination of Nektar expert witness.
Trial Exh 0005	9/1/2007			FDA Guidance for Industry, Toxicity Grading Scale for Healthy Adult and Adolescent Volunteers Enrolled in Preventive Vaccine Clinical Trials	Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0016	1/1/2014			Article titled clinical development success rates for investigational drugs	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
Trial Exh 0017	1/1/2014			Article titled clinical development success rates for investigational drugs	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
Trial Exh 0018	1/1/2014	N/A		Hay et al. (2014) - Clinical Development Success Rates for Investigational Drugs		Robbins		Cross-examination of Nektar expert witness
Trial Exh 0028	3/1/2016			Taltz FDA Product Labeling	Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Skovronsky		Proof of Lilly's liability for breach of contract	
Trial Exh 0034	11/21/2016	Nektar00000000880	Nektar00000000881	Email from Jonathan Zalevsky to Lisa Decker re: Re: Introduction to Eli Lilly	Decker; Zalevsky; Kotzin; Robbins		Proof of Lilly's liability for breach of contract; proof of damages caused by Lilly's breaches	
Trial Exh 0035	11/24/2016	Nektar00000785645	Nektar00000785645	Email from Jonathan Zalevsky to Multiple Recipients re: NKTR-358 EC 28Nov2016x	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0037	11/30/2016	Nektar00000292053	Nektar00000292053	Email from Brian Kotzin to Lisa Decker, Jonathan Zalevsky re: Re: Nektar	Decker; Zalevsky; Kotzin; Nirula		Proof of Lilly's liability for breach of contract; proof of damages caused by Lilly's breaches	
Trial Exh 0038	11/30/2016	LLY00995723	LLY00995724	Zalevsky BD introductions email		Nirula; Kotzin; Zalevsky		Relevant to collaboration partnership and Rezpeg background; Cross examination of the named Nektar witness(es).
Trial Exh 0039	12/1/2016	LLY00995721	LLY00995722	Email from Nirula re Nektar		Kotzin; Zalevsky; Nirula		Relevant to collaboration partnership and Rezpeg background; Cross examination of named Nektar witness(es)
Trial Exh 0043	1/18/2017	Nektar00000005071	Nektar00000005082	PowerPoint titled NKTR-358 Partnering	Zalevsky; Kotzin; Robin; Ruddock; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0044	1/21/2017	Nektar00000046776	Nektar00000046777	Sasaki email attaching Pre-collaboration NKTR-358 program review		Other Nektar Witness		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0045	1/25/2017	Nektar00000889655	Nektar00000889656	Email from Sasaki re NKTR-358 BOD Materials for 13:30 review		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0046	1/26/2017	Nektar00000801470	Nektar00000801471	Email from Tagliaferri re TPPs		Tagliaferri; Zalevsky; Sasaki		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0048	2/3/2017	Nektar00000171631	Nektar00000171637	Email from Griffiths re Nektar		Other Nektar Witness		Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witness(es).
Trial Exh 0050	2/15/2017	LLY00916287	LLY00916291	Non-Binding Business Term Sheet	Kutoloski; Decker		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0052	2/17/2017	Nektar00000657066	Nektar00000657066	Email from Robin re Nektar Update		Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0055	2/24/2017	LLY00733262	LLY00733263	Email from Andrea Renfro to Heather A Wasserman re: [EXTERNAL] Eli Lilly / Nektar 2/27 On-site Agenda	Decker; Kutoloski		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0058	3/2/2017	LLY00986183	LLY00986191	Email from Heather Wasserman to Thomas F Bumol re: Hummingbird visit update	Kutoloski; Nirula; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0062	3/24/2017	LLY02419699	LLY02419762	PowerPoint titled Project Hummingbird	Jonsson; Skovronsky; Nirula; Klekotka; Pfeifer; Evans; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0063	4/7/2017	LLY00963709	LLY00963710	Email thread between L. Decker and D. Kutoloski re Check In		Kutoloski; Buthusiem		Relevant to collaboration partnership and Rezpeg background; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0065	4/13/2017	LLY02329542	LLY02329547	Email from David Kutoloski to Heather Wasserman, Michael Czapar re: Hummingbird Terms response	Kutoloski; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0066	5/10/2017	LLY02355884	LLY02355911	Email from Michael Czapar to Darren John Carroll, Martin Bott, and others re: RE: Project Hummingbird	Kutoloski; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0067	5/25/2017	LLY02364293	LLY02364301	Email from David Kutoloski to Lauren Zierke re: RE: Project Hummingbird Info	Kutoloski; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0069	5/26/2017	LLY02458758	LLY02458759	Email from Alma Rosalia Morquecho to David Kutoloski re: RE: Hummingbird -GREEN LIGHT!	Kutoloski; Nirula; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0072	6/7/2017	Nektar00000795121	Nektar00000795122	Email from Hora re Some interesting information on injection site reaction of other PEG-proteins		Buthusiem; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0073	6/8/2017	LLY00988767	LLY00988773	Email from Janice Evans to Chaoyu Xie, Paul Klekotka re: Regulatory assumptions and risks for HB clinical dev plan	Evans; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0074	6/8/2017	LLY00914173	LLY00914199	Email from Elizabeth Claire Bearby to Daniel Skovronsky, Anne E White re: FW: Hummingbird development plan	Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0075	6/8/2017	LLY00988987	LLY00988988	Email from Nancy Wilkerson to David Kutoloski, David Murray re: RE: *** Hummingbird EC pre-read request ***	Kutoloski; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0076	6/10/2017	Nektar00000795093	Nektar00000795094	Email from Labrucherie re Slide of Merlot Development Time		Robin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0080	6/23/2017	Nektar00000438451	Nektar00000438457	Email from Lisa Decker to Howard Robin, John Nicholson and others re: Merlot Update	Decker; Robin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0083	6/26/2017	Nektar00000002172	Nektar00000002175	Email from Lisa Decker to Jonathan Zalevsky re: FW: Nektar / Janssen discussions	Decker; Zalevsky; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0084	7/1/2017			Taltz FDA Label	Lancaster; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0085	7/9/2017	LLY00827986	LLY00828009	Email from Deberah to Darren John Carroll, Thomas Bunol, and others re: July 19 Board Meetings	Nirula; Rao; Kutoloski		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0087	7/13/2017	LLY01315739	LLY01315751	Email from Darren John Carroll to Christie Shaw, Jan Lundberg, Daniel Skovronsky, and others re: RE: Hummingbird Board Draft deck	Skovronsky; Kutoloski; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0088	7/14/2017	LLY02474873	LLY02474873	Baricitinib - Phase 2 Atopic Dermatitis - CSR Addendum	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0089	7/14/2017	LLY02042901	LLY02042916	Email from David Kutoloski to M Johnston Erwin re: Board pre-reads for Project Hummingbird	Kutoloski; Skovronsky; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0090	7/17/2017	LLY01362042	LLY01362126	License Agreement – Execution Version		Nirula; Skovronsky; Jonsson; Buthusiem; Zalevsky; Decker; Huckstep; Pfeifer; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es); Relevant to License Agreement terms and/or compliance.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0091	7/17/2017	LLY01340224	LLY01340308	License Agreement between Nektar Therapeutics and Eli Lilly and Company		Pfeifer; Nirula; Skovronsky; Jonsson		Relevant to License Agreement terms and/or compliance.
Trial Exh 0092	7/20/2017	LLY00965877	LLY00965878	Email from Janice Evans to David Kutoloski re: Regulatory suggested edits	Evans; Kutoloski		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0099	9/15/2017	Nektar00000001819	Nektar00000001823	Email from Tagliaferri re 16-358-01 Protocol A3.0 QC Draft on SharePoint		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0101	9/29/2017	LLY00741823	LLY00741828	Email from Michelle Louise Burgess to Lance Pfeifer, Robert A Ortmann re: IL-2 PEG DRAFT Clinical Plan Options aug 28th.pptx	Evans; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0103	10/20/2017	LLY02474874	LLY02474874	Baricitinib/Olumiant - Phase 2 Atopic Dermatitis - CSR Body	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0115	3/1/2018	LLY00987381	LLY00987420	Email from Robert A Ortmann to William Barchuk, Shawn Jay Berens, and others re: RE: REVIEW REQUESTED TODAY_Nektar's response to FDA	Evans, Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0117	3/22/2018	LLY02426094	LLY02426110	LBM Portfolio Execution Committee (PEC) Olumiant SLE Commercial Decision	Skovronsky; Robbins; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0118	3/29/2018	LLY02152177	LLY02152178	Email from Jeremy Baker to Lance Pfeifer re: RE: IL-2 PEG > Orion March report > PROJECT SUMMARY / EXECUTIVE SUMMARY	Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0120	4/18/2018	LLY00869455	LLY00869512	Email from Kenneth Custer to Daniel Skovronsky re: RE: Updated Portfolio Review Draft	Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0122	5/9/2018	LLY02465625	LLY02465652	PowerPoint titled Miri Lead Team - ISR key Talking Points	Murray; Robbins; Mostaghimi; Skovronsky; Nirula; Klekotka; Pfeifer; Ramseyer; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0123	5/10/2018	LLY00234536	LLY00234602	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes	Zalevsky; Kotzin; Nirula; Pfeifer; Klekotka; Schmitz; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0131	6/22/2018	LLY02474879	LLY02474879	Baricitinib/Olumiant - Phase 2 Lupus - CSR Body	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0136	7/27/2018	LLY02472239	LLY02472259	PowerPoint titled Taltz Review	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Lancaster; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0139	8/9/2018	Nektar00000442373	Nektar00000442374	Email from L. Decker re Lilly		Do; Decker		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es); Relevant to License Agreement terms and/or compliance.
Trial Exh 0145	8/21/2018	Nektar00000014599	Nektar00000014601	Mirza email re 358 SAD/MAD Meeting Minutes 14-Aug-18		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).



Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0147	8/28/2018	LLY02323437	LLY002323506	Email from Lance Pfeifer to Daniel Skovronsky re: IL-2 PEG update	Skovronsky; Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0148	8/28/2018	LLY00006313	LLY00006314	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0149	8/28/2018	LLY00006315	LLY00006318	Nektar-Lilly NKTR-358 JSC Minutes Final		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0150	8/28/2018	Nektar00000890176	Nektar00000890181	Email re Nektar allocation of resources		Kotzin; Zalevsky; Krueger		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0151	8/31/2018	Nektar00000806438	Nektar00000806441	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0152	9/1/2018	Nektar00000806433	Nektar00000806437	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0153	9/4/2018	Nektar00000618804	Nektar00000618824	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0155	9/6/2018	Nektar00000806337	Nektar00000806361	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0156	9/13/2018	Nektar00000466971	Nektar00000466974	Email from Tamara Do to Jeremy Huckstep re: FW: Final Minutes from 28Aug2018 Lilly/Nektar NKTR-358 JSC Meeting	Do; Decker; Zalevsky; Kotzin; Nirula; Huckstep; Pfeifer	Huckstep	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0157	9/25/2018	Nektar00000059228	Nektar00000059242	SAD/MAD meeting minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0166	10/18/2018	LLY02464554	LLY02464591	PowerPoint titled Taltz Alternative Formulation - Development Strategy	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Taylor; Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0169	11/6/2018	LLY00978523	LLY00978530	Email from William Barchuk to Joanne Lancaster, Stacey Masaaki Kaneshiro, Kimberley Jackson, and others re: RE: IL-2 PEG Ph1 to Ph2 CT Material Comparability, Finalizing Draft CAC Slide Deck	Lancaster; Schmitz; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0172	11/15/2018	LLY00782389	LLY00782392	Fanton email re Follow-up IL-2 PEG - (NKTR 358) lab discussion		Schmitz; Fanton		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0173	11/26/2018	LLY00744263	LLY00744278	Email from Janice Evans to William Barchuk, Jeannie Chow, and others re: FDA feedback on Psoriasis and AtDerm Studies	Evans; Robbins; Mostaghimi; Schmitz; Nirula; Lancaster; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0176	12/4/2018	LLY02261410	LLY02261568	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, December 4, 2018	Kotzin; Zalevsky; Fanton; Jue; Nirula; Pfeifer; Huckstep; Schmitz; Klekotka; Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0177	12/4/2018	LLY00209749	LLY00209761	December 4, 2018 JSC meeting minutes	Zalevsky; Kotzin; Huckstep; Nirula; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0178	12/4/2018	LLY00003141	LLY00003142	Nektar-Lilly 358 JPT Agenda Final V2.2		Nirula; Pfeifer; Huckstep; Schmitz; Klekotka		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0179	12/4/2018	LLY01189696	LLY01189709	Do Email re LEA Clinical Trials		Huckstep		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0181	12/12/2018	Nektar00000804477	Nektar00000804483	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0182	12/15/2018	Nektar00000005669	Nektar00000005669	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0183	12/15/2018	Nektar00000006365	Nektar00000006365	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0184	12/16/2018	Nektar00001355912	Nektar00001355921	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0188	1/7/2019	LLY02060067	LLY02060226	Huckstep email attaching 12-5-2018 JPT minutes		Pfeifer; Huckstep		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 0198	2/7/2019	LLY00817015	LLY00817015	Email from Carsten Schmitz to Philip Barrington re: ISR CP guidelines - IL-2 conjugate program	Lancaster; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0200	2/14/2019	LLY02189839	LLY02189840	Email from William Barchuk to Joanne Lancaster, Carsten Schmitz, Janice Evans, and others re: RE: Confirmation needed: Assessing ISRs in IL-2 Conjugate Derm Studies	Evans; Schmitz; Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0201	2/15/2019	LLY00892219	LLY00892274	Email from Anthony Shemezis to David Murray and other re: RE: Please update dashboard and add a few IL-2 slides	Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0202	2/23/2019	Nektar00000006997	Nektar00000007000	Email from Zalevsky re 4th Indication follow up		Zalvesky; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims
Trial Exh 0212	3/21/2019	LLY00235100	LLY00235104	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, March 21, 2019	Do; Sasaki; Zalevsky; Kotzin; Nirula; Pfeifer; Huckstep; Schmitz; Klekotka; Evans; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0213	3/21/2019	LLY00209651	LLY00209665	March 21, 2019 JSC meeting minutes	Zalevsky; Kotzin; Huckstep; Nirula; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0214	3/25/2019	LLY00794064	LLY00794081	Email from Jeannie Chao to Paul Klekotka re: RE: ISST slides	Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0219	4/10/2019	Nektar00000835980	Nektar00000835980	Development team minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0221	4/12/2019	Nektar00001345717	Nektar00001345735	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0222	4/16/2019	Nektar00000470816	Nektar00000470834	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0223	4/17/2019	Nektar00000627763	Nektar00000627764	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0225	4/18/2019	Nektar00001356075	Nektar00001356076	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0232	5/14/2019	LLY00997110	LLY00997116	Email from William Barchuk to David Manner, Carsten Schmitz, Joanne Lancaster, and others re: RE: Lilly KFAC/KFAD eCRF: PASI formula	Manner; Schmitz; Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0233	5/14/2019	LLY00996402	LLY00996402	Email from Joanne Lancaster to David Manner, Carsten Schmitz, and others re: RE: Lilly KFAC/KFAD eCRF: PASI formula	Manner; Schmitz; Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0234	5/14/2019	LLY00879758	LLY00879763	Email from Michelle Louise Burgess to David Manner, William Barchuk, and others re: RE: sPGA scale for NKTR-358 PsO study: Need your input	Manner; Schmitz; Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0238	5/30/2019	LLY00728949	LLY00728958	Email from David Manner to Anastasia Ilynichna Alexeeva re: FW: KFAD and KFAC - IL-2 Conjugate Interim Deliverables	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0239	6/5/2019	LLY00220941	LLY00220944	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes	Ali; Zalevsky; Kotzin; Nirula; Pfeifer; Huckstep	Zalevsky; Kotzin; Nirula	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0240	6/6/2019	Nektar00001380169	Nektar00001380173	Email from J. Thomsen re NKTR-358 PPT		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0243	6/20/2019	Nektar00000833131	Nektar00000833284	Fanton email re Updated final draft NKTR-358 PsO and ATD protocols from Lilly		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0244	6/21/2019	Nektar00000627952	Nektar00000628105	Email from Kotzin re For Team/Sr. Management review by this Fri 21 June: Updated final draft NKTR-358 PsO and ATD protocols from Lilly		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0253	7/17/2019	LLY02290043	LLY02290203	Email from Joanne Foster to Multiple Recipients re: FW: LY3471851 (IL-2) KFAC and KFAD protocols are approved and in Leo Storage	Lancaster; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0254	7/21/2019	LLY00003877	LLY00003881	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, July 21, 2019	Kotzin; Carsten Schimitz; Huckstep; Nirula; Pfeifer; Zalevsky; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0258	7/31/2019	LLY00006396	LLY00006411	July 31, 2019 JSC meeting minutes	Zalevsky; Kotzin; Huckstep; Nirula; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0260	8/1/2019	ICONNektarSubp0000208	ICONNektarSubp00002	PRA and Lilly Operational Plan		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
Trial Exh 0262	8/2/2019	Nektar00000096877	Nektar00000096878	Email from J. Zalevsky re Q4W dose arm		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0263	8/7/2019	Nektar00000832659	Nektar00000832661	Email from T. Do re Outcome of Lilly's RDSC Meeting		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0265	8/19/2019	Nektar00000832086	Nektar00000832104	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0266	8/21/2019	Nektar00000628354	Nektar00000628354	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0267	8/21/2019	Nektar00000469867	Nektar00000469868	Email from Tamara Do to Multiple Recipients re: NKTR-358 Nektar Team Celebration	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0269	8/23/2019	Nektar00000622093	Nektar00000622095	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0271	8/27/2019	Nektar00001380029	Nektar00001380035	Email chain from T. Do re Lilly/Nektar NKTR-358 Alliance: 2-Year Anniversary		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0274	9/9/2019	Nektar00000158240	Nektar00000158241	Email from Zalevsky re NKTR-358 - FDA Briefing Document, Pls Indicate Any Comments by Mon 09 Sep 2019		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0278	9/19/2019	LLY02279858	LLY02270118	End of Phase 1 Briefing Package	Ashrafzadeh; Kotzin; Zalevsky; Pfeifer; Klekotka; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0280	9/22/2019	LLY02303904	LLY02303905	Email from Kenneth Custer to Dan Skovronsky re: RE: Copy of Portfolio Review Value Exercise ds.xlsx	Skovronsky		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
Trial Exh 0281	9/26/2019	LLY00884455	LLY00884536	Email from Ken Custer to Dan Skovronsky re: Current Portfolio Review Draft	Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0283	10/15/2019	LLY00225275	LLY00225299	Regulatory Response: IND 143086 Study May Proceed	Evans; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0284	10/24/2019	LLY02474878	LLY02474878	Olumiant - Phase 2 Atopic Dermatitis - CSR Addendum	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0286	10/31/2019	Nektar00000830401	Nektar00000830404	Do email re reminder to complete VOA survey		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0289	11/5/2019	LLY00235387	LLY00235553	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes	Fanton; Zalevsky; Kotzin; Nirula; Pfeifer; Huckstep; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0290	11/5/2019	LLY00004415	LLY00004419	NKTR-358 Joint Product Team Meeting Minutes	Zalevsky; Kotzin; Do; Fanton; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Lancaster; Schmitz; Manner; Murray; Huckstep; Klekotka; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0291	11/5/2019	LLY02254167	LLY02254183	November 5, 2019 JSC meeting minutes	Zalevsky; Kotzin; Huckstep; Nirula; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0292	11/14/2019	Nektar00000623391	Nektar00000623491	Email from Kotzin re For Review: NKTR-358 Phase 2 SLE protocol from Lilly		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0296	12/6/2019	Nektar00000175315	Nektar00000175316	Do email attaching draft Voice of the Alliance Survey		Huckstep		Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witness(es).
Trial Exh 0299	12/19/2019	LLY00682703	LLY00683045	Email from Dipak Patel to Carsten Schmitz re: crash course on CD200R agonist	Schmitz; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0303	1/10/2020			Press Release: Lilly Announces Agreement to Acquire Dermira, January 10, 2020	Kotzin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0304	1/10/2020			Press release titled Lilly Announces Agreement to Acquire Dermira	Jonsson; Skovronsky; Nirula; Klekotka; Pfeifer; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0307	1/27/2020	LLY00760527	LLY00760583	Email from Lance Pfeifer to Ajay Nirula, Henry Bryant, and others re: Slides from Fall 2019 SAPR and S&T Presentations	Pfeifer; Nirula; Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0308	1/28/2020	LLY02319238	LLY02319238	Email from Jenny Raymer to Lance Pfeifer and G Stuart Gregory re: RE: IL-2 Conjugate change to FL question for Spring Portfolio Review	Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0311	2/20/2020	Nektar00000176464	Nektar00000176465	Email from Ferguson re NKTR-358 slides for EC meeting 20Feb		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0313	2/25/2020	LLY01278304	LLY01278411	A Randomized, Double-Blind, Placebo-Controlled, Phase 2 Study of LY3471851 (NKTR-358) in Adults with Systemic Lupus Erythematosus		Ashrafzadeh; Klekotka;		Relevant to jury's understanding of Rezpeg's clinical development; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0314	2/26/2020	Nektar00000057495	Nektar00000057496	Email from M. Robin re Nektar/Lilly: Introduction to New Alliance Manager and Program Manager		Ali; Huckstep; Pfeifer		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 0315	2/27/2020	LLY02093754	LLY02093784	Email from Nana Tominaga to Dipak Patel and David Murray re: CXCR1/2 NILEX exercise attaching Framework for establishing commercialization strategy for early phase Immunology assets slides	David Murray; Mohan Rao	Murray	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; relevant to jury understanding of Lilly's immunology portfolio strategy, a key issue relevant to parties' claims and defenses.
Trial Exh 0326	3/16/2020	LLY00006532	LLY00006553	NKTR-358 - Alliance Joint Steering Committee (JSC) Meeting Minutes	Ali; Zalevsky; Kotzin; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0327	3/16/2020	LLY02262372	LLY02262376	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes	Sasaki; Zalevsky; Kotzin; Nirula; Pfeifer; Huckstep	Zalevsky; Kotzin; Nirula; Pfeifer; Klekotka	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 0328	3/16/2020	LLY00006530	LLY00006531	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0337	3/24/2020	LLY00802418	LLY00802468	Email from Kenneth Custer to Dan Skovronsky re: RE: For Review: External Innovation Slides	Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0339	3/27/2020	LLY00761973	LLY00762021	Email from Lance Pfeifer to Ajay Nirula re: FW: Portfolio review slides	Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0340	3/30/2020	Nektar00000846742	Nektar00000846780	Email re: Nektar-Lilly Draft JPT and JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0341	3/31/2020	Nektar00000846730	Nektar00000846737	Email re: Nektar-Lilly Draft JPT and JSC Minutes		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0344	4/3/2020	Nektar00000631340	Nektar00000631448	Email from B. Kotzin re NKTR-358 Ph2 SLE - Copy of the Lilly Protocol?		Kotzin; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 0356	5/12/2020	LLY00998564	LLY00998566	Email from Monique Schatzman to Carsten Schmitz, Joanne Foster and others re: [EXTERNAL] KFAC/KFAD Question Regarding ISR Assessment	Schmitz; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0361	5/21/2020	LLY02087928	LLY02087934	Email from David Murray to Lance Pfeifer and Mitchell Stayer re: RE: IL-2 Board of Directors Prep Meeting	Jonsson; Pfeifer; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0362	6/1/2020	LLY02068002	LLY02068087	Email from Lance Pfeifer to Timothy Garnett, Ajay Nirula, and others re: IL-2 Conjugate: Nektar Contract	Jonsson; Pfeifer; Nirula; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0363	6/1/2020	LLY00118067	LLY00118072	Email from Lance Pfeifer to Timothy Garnett, Ajay Nirula, and others re: IL-2 Conjugate BoD Kickoff: Wed June 3rd	Pfeifer; Nirula; Jonsson; Ashrafzadeh; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0366	6/3/2020	LLY00001083	LLY00001085	IL-2 Conjugate BOD Meeting Minutes, June 3, 2020	Jonsson; Pfeifer; Nirula; Skovronsky; Huckstep; Schmitz; Klekotka; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0376	6/19/2020	LLY01349829	LLY01349831	NKTR-358 Alliance - Joint Steering Committee (JSC) Meeting Minutes, June 19, 2020	Franke; Zalevsky; Kotzin; Ali; Nirula; Huckstep; Pfeifer	Zalevsky; Kotzin; Nirula	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0377	6/19/2020	LLY00235639	LLY00235718	June 19, 2020 JPT meeting minutes	Zalevsky; Kotzin; Pfeifer; Huckstep; Klekotka; Manner; Ashrafzadeh; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0378	6/19/2020	LLY00006525	LLY00006527	Nektar-Lilly NKTR-358 JSC Minutes Final		Nirula; Huckstep; Pfeifer; Ashrafzadeh		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0379	6/19/2020	LLY00006528	LLY00006529	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0385	7/14/2020	LLY00001081	LLY00001082	IL-2 Conjugate BOD meeting minutes	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0388	7/17/2020	LLY02472398	LLY02472456	PowerPoint titled Taltz PEC Deep Dive	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Lancaster; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0397	7/29/2020	LLY00490508	LLY00490508	Email from John Kwon to Stephen Boesing, Deborah Frisby, and others re: ISR plan for KFAH	Klekotka; Manner; Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0399	8/1/2020	LLY01195627	LLY01195752	Rezpeg Phase 1 MAD Clinical Study Report	Zalevsky; Robbins; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0401	8/6/2020	LLY01363574	LLY01363605	KFAC Statistical Analysis Plan	ICON (Rylance); Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0403	8/13/2020	Nektar00000841940	Nektar00000841943	Email from C. Ali re NKTR-358 Strategy Team meeting minutes - 13AUG20		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0404	8/14/2020	LLY00819597	LLY00819666	Investigator's Brochure for Baricitinib (Olumiant)	Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0405	8/19/2020	LLY01196483	LLY01196590	Rezpeg Phase 2 Lupus Protocol J1P-MC-KFAJ	Zalevsky; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0407	9/1/2020	LLY00818466	LLY00818466	Email from Cailin Sibley to Brian Kotzin, Ali Ashrafzadeh, and Matthew Linnik re: IL-2 conj SLE CSFs	Ashrafzadeh; Kotzin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0409	9/11/2020	LLY00104733	LLY00104754	IL-2 Conjugate Asset Strategy	Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Taylor; Schmitz; Manner; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0410	9/11/2020	Nektar00000504594	Nektar00000504602	Email from C. Ali re NKTR0358 Strategy Team meeting - 10SEP20 DRAFT minutes - REQUEST FEEDBACK by COB Tuesday (15SEP20)		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).



Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0411	9/12/2020	LLY00818045	LLY00818090	Email from Soomin Park to Dan Skovronsky, Elizabeth Claire Bearby, and others re: For your review: Portfolio Review slides	Skovronsky; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0414	9/15/2020	LLY02309555	LLY02309557	Email from Heng Zou to David Manner re: Re: Projects	Zou; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0421	9/29/2020	LLY00004865	LLY00004877	PowerPoint titled KFAI Japan FHD Study Update and ISR Update	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Lancaster; Schmitz; Manner; Murray; Huckstep; Klekotka; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0426	10/2/2020	LLY00004884	LLY00004888	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, October 2, 2020	Ali; Kotzin; Zalevsky; Fanton; Pfeifer; Huckstep; Ali Ashrafzadey; Klekotka; Schmitz; Manner; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0427	10/2/2020	Nektar00000893683	Nektar00000893687	NKTR-358 Alliance Joint Product Team Minutes	Zalevsky; Ruddock; Kotzin; Sasaki; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0428	10/2/2020	LLY00006557	LLY00006579	October 2, 2020 JSC meeting minutes and Presentation	Zalevsky; Kotzin; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0431	10/13/2020	LLY01202651	LLY01202799	Clinical Study Report for J1P-MC-KFAI	Zalevsky; Kotzin; Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Manner; Murray; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0434	10/20/2020	LLY00118575	LLY00118577	IL-2 Conjugate BOD Meeting Minutes, October 20, 2020	Robbins; Pfeifer; Skovronsky; Nirula; Ashrafzadeh; Schmitz; Huckstep; Manner; Klekotka; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0437	10/28/2020	LLY00118573	LLY00118577	Email from Jeremy Huckstep to Ali Ashrafzadeh, Jeannie Chao, and others re: RE: IL-2 PEG BOD Draft Meeting Minutes - 2020-10-20_draft	Huckstep; Pfeifer; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0445	12/3/2020	LLY00804787	LLY00804788	Study J1P-MC_KFAC, Assessment Committee Meeting #1	Manner		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0448	12/11/2020	LLY00939796	LLY00939796	Email from Lance A. Pfeifer to DeLuca-Flaherty, Cammy re: Can you take a quick phone call? I have an update on the Psoriasis interim analysis. eom.	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0449	12/17/2020	Nektar00000630823	Nektar00000630825	Email from Tagliaferri re Comp Letter		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 0450	1/1/2021	N/A		Yamaguchi et al. (2021) - Approval Success Rates of Drug Candidates Based on Target, Action, Modality, Application, and Their Contributions		Robbins		Cross-examination of Nektar expert witness
Trial Exh 0462	1/22/2021	LLY00005203	LLY00005277	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, January 22, 2021	Ali; Franke; Bushell; Zalevsky; Kotzin; Fanton; Nirula; Pfeifer; Huckstep; Ashrafzadeh; Schmitz; Manner; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0463	1/22/2021	LLY02254235	LLY02254245	January 22, 2021 JSC meeting minutes and Presentation	Zalevsky; Kotzin; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0464	1/22/2021	LLY00005064	LLY00005065	0_JPT Meeting Agenda		Nirula; Pfeifer; Huckstep; Ashrafzadeh; Schmitz; Manner; Murray		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0465	1/22/2021	LLY00006597	LLY00006598	Nektar-Lilly NKTR-358 JSC Agenda		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0466	1/22/2021	Nektar00000174050	Nektar00000174051	Email from C. DeLuca-Flaherty re Nektar Weekly AM/PM Telcon		Bushell; Pfeifer; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0467	1/25/2021	LLY00177202	LLY00177238	Email from Heng Zou to Kimberley Jackson re: KFAD SAP	Zou; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0472	2/3/2021	LLY00121952	LLY00121976	Email from Lance Pfeifer to Ilya Yuffa, Ali Ashrafzadeh, and others re: Materials for Friday Feb 5th IL-2 Deep Dive	Pfeifer; Ashrafzadeh; Nirula; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0477	2/21/2021	LLY00001371	LLY00001373	IL-2 Conjugate BOD meeting minutes	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0478	2/22/2021	LLY00129439	LLY00129816	Email from Ali Ashrafzadeh to Himanshu Patel re: IL-2 and KFAJ documents 1	Ashrafzadeh; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0480	2/25/2021	Nektar00000706740	Nektar00000706743	Email from Bushell re NKTR Q4 2020 Earnings Call		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0481	2/26/2021	LLY01027701	LLY01027702	Email from Gisela Volkers to Joanne Foster, Heng Zou and others re: [EXTERNAL] KFAD 1A#1 ADAM and SDTM dataset delivery	Zou; Manner; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0487	3/17/2021	LLY00138999	LLY00139150	Email from Lance Pfeifer to Timothy Garnett, Catherine Ann Cassidy, and others re: IL-2 Conjugate BoD Materials: Friday, March 19th	Skovronsky; Pfeifer; Nirula; Ali Ashrafzadeh; Klekotka; Murray; Manner; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0488	3/17/2021	LLY00001054	LLY00001080	PowerPoint titled IL-2 Conjugate: Board of Directors Meeting	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0489	3/19/2021	LLY00213525	LLY00213555	IL-2 Conjugate BOD meeting minutes, March 19, 2021	Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0490	3/19/2021	LLY00001086	LLY00001089	IL-2 Conjugate BOD meeting minutes	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0491	3/19/2021	LLY00001054	LLY00001080	IL-2 Conjugate: Board of Directors Meeting, March 19, 2021	Pfeifer; Schmitz; Klekotka; Ashrafzadeh; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0493	3/23/2021	LLY00766713	LLY00766734	Email from Ali Ashrafzadeh to Brian Kotzin ;Cherie Ali re: KFAL PK/ISR study	Ali; Kotzin; Ashrafzadeh; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0499	4/2/2021	LLY00221002	LLY00221020	NKTR-358 -Alliance Joint Steering Committee (JSC) Meeting Minutes, April 2, 2021	Ali; Zalevsky; Kotzin; Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0500	4/2/2021	LLY02257270	LLY02257341	NKTR-358 -Alliance Joint Product Team (JPT) Meeting Minutes, April 2, 2021	Ashrafzadeh; Kotzin; Zalevsky; Pfeifer; Klekotka; Schmitz; Nirula; Murray; Ali; Bushell		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0501	4/2/2021	LLY00102375	LLY00102364	PowerPoint titled IL-2 Conjugate Atopic Dermatitis Asset Profile For Phase 2b Trial Design	Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Taylor; Schmitz; Manner; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0502	4/2/2021	LLY00004993	LLY00004994	Lilly-Nektar NKTR-358 JPT Meeting Agenda		Ashrafzadeh; Schmitz; Murray; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0503	4/2/2021	LLY00006581	LLY00006583	Nektar-Lilly NKTR-358 JSC Agenda		Nirula; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0504	4/2/2021	LLY00209179	LLY00209249	JPT Meeting Minutes		Nirula; Pfeifer; Ashrafzadeh; Schmitz; Manner; Murray		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0505	4/6/2021	Nektar00000855501	Nektar00000855501	IL-2 Conjugate JPT Meeting - April 2, 2021	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0506	4/8/2021	Nektar00000855845	Nektar00000855853	Email re: Nektar-Lilly Draft JPT Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0507	4/8/2021	LLY02451255	LLY02451256	Email from Carsten Schmitz to Ali Ashrafzadeh; David H Manner; Gourab Datta; Kimberley Jackson; Heng Zou - Network re: RE: KFAL - Blosozumab study	Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	

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Trial Exh 0508	4/13/2021	LLY00120866	LLY00120889	Emails re JSC Meeting Minutes and Minutes from 4/2/2021		Pfeifer; Zalevsky; Kotzin; Ali; Other Nektar Witnesses		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0509	4/13/2021	Nektar00000855488	Nektar00000855492	Email from C. Ali re NKTR-358 Strategy Team meeting minutes - 13APR21		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0511	4/16/2021	Nektar00000415117	Nektar00000415133	Email re: Nektar-Lilly Draft JPT and JSC Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0512	4/19/2021	Nektar00000855493	Nektar00000855502	Email from Daniel Bushell to Brian Kotzin, Jonathan Zalevsky, Cherie Ali re: Final Lilly-Nektar 4/2/21 JPT Meeting Minutes	Zalevsky; Ruddock; Kotzin; Fanton; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins	Kotzin; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0513	4/22/2021	LLY01363658	LLY01363672	Oversight Plan for Rezpeg Phase 1 Trial in Atopic Dermatitis J1P-MC_KFAD	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0514	4/22/2021	LLY01363643	LLY01363643	Oversight Plan for Rezpeg Phase 1 Trial in Psoriasis J1P-MC_KFAC	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0518	5/10/2021	Nektar00000702977	Nektar00000703073	Email re Gilead NKTR-358 evaluation		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0524	5/24/2021	LLY00833164	LLY00833166	Email from Carsten Schmitz to Lance Pfeifer, Ali Ashrafzadeh, and Paul Klekotka re: RE: Portfolio tiering May 2021 - IL-2 AD still tier 4	Schmitz; Pfeifer; Ashrafzadeh; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0525	5/24/2021	LLY00833166	LLY00833166	Chart titled 2021 FHD opportunities and Clinical assets with ongoing research	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0527	6/1/2021	Nektar00000469867	Nektar00000469871	Email from M. Robin re RDPC: 25May21 Final Meeting Minutes		Ali; Do; Kotzin; Zalevsky; Fanton; Sasaki		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 0529	6/4/2021	LLY00102775	LLY00102800	IL-2 Conjugate Ph2b Atopic Dermatitis Viability Assessment	Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0533	6/18/2021	LLY02422561	LLY02422575	Immunology Q2, 2021 Portfolio Review	Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0534	6/18/2021	Nektar00000632799	Nektar00000632870	Email from Kotzin re KFAL Protocol Review		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0535	6/18/2021	Nektar00000633885	Nektar00000633890	Email from B. Kotzin to KFAL Draft Protocol		Kotzin; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 0537	6/23/2021	Nektar00000854165	Nektar00000854170	Email from C. Ali re NKTR-358 Strategy Team meeting minutes - 17JUN21		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0539	6/25/2021	LLY00201823	LLY00201874	Email from Lance Pfeifer to Ajay Nirula, Daniel Skovronsky, and others re: IL-2 Conjugate BOD meeting minutes	Skovronsky; Nirula; Schmitz; Manner; Ashrafzadeh; Pfeifer; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0540	6/25/2021	LLY00000333	LLY00000379	PowerPoint titled IL-2 Conjugate: Board of Directors Meeting	Pfeifer; Schmitz; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0543	7/1/2021	LLY00832981	LLY00832982	Email from Carly J Flench To: Lance A. Pfeifer re: RE: IL-2 Conjugate: BoD Deck Link	Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0548	7/23/2021	LLY00102385	LLY00102387	IL-2 & Lebri Team Ph2b Atopic Derm: Country Strategy with Lebri Team - Minutes/Summary	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0556	8/23/2021	LLY00836205	LLY00836208	Email from Carsten Schmitz to Songqing Na re: RE: Update on PIC	Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0562	9/8/2021	LLY00005480	LLY00005556	PowerPoint titled IL-2 Conjugate JPT Meeting, September 8, 2021	Rao; Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Manner; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0563	9/8/2021	LLY00005412	LLY00005479	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, September 8, 2021	Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Manner; Schmitz; Rao	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Manner; Murray; Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0564	9/8/2021	LLY00006648	LLY00006670	September 8, 2021 JSC meeting minutes and Presentation	Zalevsky; Kotzin; Pfeifer; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0565	9/8/2021	LLY00005389	LLY00005391	Nektar-Lilly NKTR-358 JPT Agenda Final		Pfeifer; Klekotka; Manner; Schmitz; Kotzin; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0566	9/8/2021	LLY00006645	LLY00006647	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0567	9/9/2021	LLY00947421	LLY00947433	Email from Paul Klekotka to Lance Pfeifer re: IL-2 and CD200 slides	Klekotka; Pfeifer; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0569	9/10/2021	LLY00141962	LLY00142060	Email from David Murray to Julie Maxwell re: FW: IL-2 Conjugate: BOD Meeting Materials for Sept 13	David Murray; Pfeifer; Schmitz; Jonsson; Dan Skovronsky; Nirula; Klekotka; Ashrafzadeh; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0571	9/13/2021	LLY00001365	LLY00001367	IL-2 Conjugate BOD Meeting Minutes - September 13, 2021	Skovronsky; Nirula; Jonsson; Ashrafzadeh; Manner; Murray; Klekotka; Pfeifer; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0572	9/13/2021	LLY02468578	LLY02468580	IL-2 Conjugate BOD meeting minutes	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0575	9/15/2021	LLY00948692	LLY00948769	Email from Paul Klekotka to Carsten Schmitz and Tonya Short re: RE: AD AdBoard slide deck for approval	Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0578	9/17/2021	LLY00846957	LLY00846958	Email from Paul Klekotka to Ali Ashrafzadeh, Lance Pfeifer, and Carsten Schmitz re: RE: PoC declared for IL-2 Conjugate in atopic dermatitis	Pfeifer; Klekotka; Ashrafzadeh; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0579	9/17/2021	LLY00846957	LLY00846958	Email from Paul Klekotka To: Ali Ashrafzadeh ;Lance A. Pfeifer ;Carsten Schmitz ;re: RE: PoC declared for IL-2 Conjugate in atopic dermatitis	Klekotka, Ali Ashradzadeh, Pfeifer, Schmitz		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0580	9/20/2021	LLY00769514	LLY00769556	Email from Alison Budelsky to Lance Pfeifer, Ajay Nirula, Paul Klekotka, Henry Bryant re: RE: Updated Immunology SAPR deck	Pfeifer; Nirula; Klekotka; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0584	9/23/2021	LLY00846182	LLY00846183	Email from Lance Pfeifer to Ajay Nirula re: Catch up on several topics	Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0585	9/23/2021	LLY00846182	LLY00846183	Email from Lance A. Pfeifer To: Ajay Nirula ;re: Catch up on several topics	Pfeifer, Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0587	9/28/2021	LLY01354398	LLY01354584	Email from Lance Pfeifer to Multiple Recipients re: IL-2 BoD slides for Monday, November 1st	Huckstep; Nirula; Skovronsky; Jonsson; Schmitz; Klekotka; Ashrafzadeh; Pfeifer, Murray; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0588	9/28/2021	Nektar00000159971	Nektar00000159972	Email from J. Zalevsky re Looking forward to seeing you next week		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0589	9/29/2021	LLY00770218	LLY00770246	Email from Lance Pfeifer to Ajay Nirula re: PK/ISR data and study plan	Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0591	10/4/2021	Nektar00000098648	Nektar00000098649	Email from Zalevsky re Resending Re Looking forward to seeing you next week		Zalevsky; Skovronsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0594	10/6/2021	LLY02450238	LLY02450243	Email from Danny L Wood to Lance Pfeifer re: RE: IL-2 Core Team update: PoC declared in atopic dermatitis	Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0597	10/12/2021	Nektar00000858929	Nektar00000858931	Email from J. Zalevsky re Looking forward to seeing you next week		Zalevsky; Skovronsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0601	10/15/2021	LLY01338393	LLY01338489	Email from Carlos Garner to Kathryn Ramseyer re: References for baricitinib S&T presentation	Ramseyer; Skovronsky; Jonsson		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0603	10/18/2021	LLY02074562	LLY02074564	Email from Sara Smith to Paul Klekotka ;Lance Pfeifer ;Ajay Nirula re: RE: Early Stage Immunology Q&A for Q3 Earnings	Huckstep; Klekotka; Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0611	10/28/2021	LLY01332497	LLY01332539	Email from Lance Pfeifer to Multiple Recipients re: IL-2 BoD slides for Monday, November 1st	Klekotka; Nirula; Skovronsky; Jonsson; Schmitz; Klekotka; Ashrafzadeh; Manner; Lancer Pfeifer; Murray; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0612	10/28/2021	LLY00846781	LLY00846782	Email from David Manner to Paul Klekotka, Ali Ashrafzadeh, Lance Pfeifer, Carsten Schmitz re: RE: IL-2 BoD email draft	Pfeifer; Klekotka; Ashrafzadeh; Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0613	11/1/2021	LLY02468612	LLY02468614	IL-2 Conjugate BOD meeting minutes	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0615	11/2/2021	LLY01333343	LLY01333389	Email from Robert D. Minderman to Ajay Nirula re: IL-2 Board of Directors - Meeting Minutes - for your review	Pfeifer; Klekotka; Nirula; Schmitz; Ramseyer; Manner; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0618	11/3/2021	LLY01305640	LLY01305641	Email from Lotus Mallbris to Rodger M Taylor re: RE: Outcomes of yesterday's IL-2 BoD meeting	Nirula; Ramseyer; Ashrafzadeh; Pfeifer; Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0621	11/11/2021	LLY00841564	LLY00841567	Email from David Murray to Tejal Patel, Christopher P. Campbell re: RE: Updated ICILT presentation for IL-2 ISR MR	Murray; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0622	11/11/2021	Nektar00000851265	Nektar00000851271	Email from C. Ali re NKTR-358 Strategy Team meeting minutes - 11NOV21		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0623	11/12/2021	LLY01343474	LLY01343475	Email from Brooke L Bell to Global_IP_IDLT re:IDLT Minutes	Taylor; Murray; Klekotka; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0624	11/12/2021	Nektar00000007524	Nektar00000007524	Email from B. Kotzin re Nothing new from Paul		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0627	11/18/2021	Nektar00001386242	Nektar00001386242	Email from D. Bushell re Internal Lilly-Nektar JPT/JSC Prep Meeting		Zalevsky; Kotzin; Fanton		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; relevant to jury understanding of ISRs, key issues relevant to parties' claims and defenses.
Trial Exh 0628	11/19/2021	LLY01069237	LLY01069343	PowerPoint titled IL-2 Conjugate JPT Meeting	Ali; Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Jeremy Huckstep; Pfeifer; Manner; Schmitz	Huckstep; Pfeifer; Kotzin; Ashrafzadeh; Manner	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0629	11/19/2021	LLY00208934	LLY00208938	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, November 19, 2021	Ali; Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Jeremy Huckstep; Pfeifer; Manner; Schmitz; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0630	11/19/2021	LLY00208831	LLY00208865	November 19, 2021 JSC meeting minutes and Presentation	Zalevsky; Kotzin; Huckstep; Nirula; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0631	11/19/2021	LLY00005278	LLY00005280	Nektar-Lilly NKTR-358 JPT Agenda Nov5 Updates		Huckstep; Pfeifer; Kotzin; Ashrafzadeh; Schmitz; Murray		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0632	11/19/2021	LLY00006610	LLY00006613	Nektar-Lilly NKTR-358 JSC Agenda Draft		Nirula; Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0633	11/19/2021	LLY02257419	LLY02257530	JPT Meeting Minutes and Deck		Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0634	11/23/2021	LLY00104755	LLY00104778	IL-2 Conjugate Asset Strategy	Taylor; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0636	12/5/2021	LLY00773412	LLY00773429	Email from Kevin R Hern to Patrik Jonsson ;Lotus Mallbris re:Dec 15 Investor Day - Immunology R&D	Jonsson; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0642	12/10/2021	LLY00960111	LLY00960139	Email from Tejal Patel to Robert D. Minderman re: RE: IL_2 Core Team: Slide deck presented	Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0643	12/13/2021	LLY00960425	LLY00960457	Email from Lauren Zierke to Patrik Jonsson, Lotus Mallbris, Ajay Nirula re: RE: Investment Community Meeting Immunology Slides & Q&A	Jonsson; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0644	12/15/2021	LLY00733970	LLY00734054	Transcript of Lilly December 15, 2021 Investment Community Meeting	Nirula; Skovronsky; Jonsson; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0645	12/15/2021	Nektar00000098604	Nektar00000098604	Email from A. Nirula to J. Ruddock re Presentation		Ruddock; Nirula; Kotzin; Zalevsky		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0646	12/16/2021	Nektar00000090243	Nektar00000090244	Email from Jennifer Ruddock to Vivian Wu re: Fwd: [EXTERNAL] Re: Presentation	Ruddock; Nirula; Kotzin; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0649	12/20/2021	LLY00840868	LLY00840869	Email from Jake Van Naarden to Daniel Skovronsky re: Re: Excellent Investor Day!	Skovronsky; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0650	12/21/2021	Nektar00000012104	Nektar00000012105	Email from J. Zalevsky re Excellent Investor Day		Zalevsky; Ruddock; Skovronsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0651	1/9/2022	LLY00143624	LLY00143694	Email from David Murray to Patrik Jonsson re: IL-2 Board of Directors Pre-Read	Murray; Jonsson; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	



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Trial Exh 0653	1/11/2022	LLY02129297	LLY02129299	Email from Cheryl Camilleri to David Manner re: RE: KFAC CSR - initial timeline and team list - please review	Zou; Manner; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0654	1/11/2022	LLY00196192	LLY00196330	Email from Lance Pfeifer to Multiple Recipients re: Pre-reads: IL-2 BoD meeting Thursday, January 13th	Ashrafzadeh; Schmitz; Pfeifer; Klekotka; Nirula; Daniel Skovronsky; Manner; Murray; Jeremy Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0655	1/11/2022	Nektar00000911944	Nektar00000911946	Grover email to Franke re promotion		Robin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0658	1/13/2022	LLY02468615	LLY02468615	IL-2 Conjugate Board Meeting Minutes	Schmitz; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Manner; Murray; Pfeifer; Klekotka; Taylor; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0659	1/13/2022	LLY01333740	LLY01333808	IL-2 Conjugate: Board of Directors Meeting January 13, 2022	Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0662	1/14/2022	LLY00789931	LLY00789931	Email from B. Kotzin to P. Klekotka re meeting follow-up		Kotzin; Klekotka		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0665	1/18/2022	LLY01333928	LLY01333999	Email from Lance Pfeifer to Jennifer A Wright re:IL-2 Conjugate BoD Slides for PIC	Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0669	1/20/2022	LLY00961760	LLY00961760	Email from Mitchell Stayer to Kathryn Ramseyer re: FW: IL-2 conjugate overview (parent email to deposition exhibit 89)	Huckstep; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0671	1/25/2022	LLY00962700	LLY00962707	Email from Paul Klekotka to Amy DeLozier re: RE: vIGA-AD and IL-13	Evans; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0672	1/25/2022	Nektar00000731719	Nektar00000731721	Email from Jennifer Ruddock to Gil Labrucherie :Jill Thomsen re: Fwd: NKTR-358 Ph2 AtD trial design/cost	Ruddock; Daniel Bushell; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0673	1/25/2022			Metadata for LLY02468615	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0674	1/25/2022	LLY00732453	LLY00732537	License Agreement between Nektar Therapeutics and Eli Lilly and Company	Huckstep		Contract	
Trial Exh 0680	2/1/2022	LLY00838796	LLY00838796	Email from Jonathan Shane Denne to Daniel Skovronsky re:RE: IL-2 P2b study in Atopic Dermatitis - prSS	Skovronsky; Manner; Klekotka; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0682	2/2/2022	Nektar00000026979	Nektar00000026981	Email from B. Kotzin Re NKTR-358 Update for EC		Kotzin; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 0685	2/3/2022	LLY02459200	LLY02459204	Portfolio Investment Council Meeting Minutes	Skovronsky; Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0687	2/8/2022	LLY02460030	LLY02460034	Portfolio Investment Council Meeting Minutes	Skovronsky; Nirula; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0690	2/9/2022	LLY00963323	LLY00963326	Email from Rodger M Taylor to Robert D. Minderman re:RE: IL-2 Commercial Decision-Focused visual schedule (Thoughts after WS1 discussion on Monday)	Taylor; Ramseyer; Pfeifer; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0694	2/18/2022	LLY00123360	LLY00123427	Email from David Murray to Patrik Jonsson re: FW: IL-2 Conjugate: Feb 21st BoD Pre-read	Murray; Jonsson; Ramseyer; Taylor; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0695	2/18/2022	LLY00206552	LLY00206517	Email from Lance Pfeifer to Multiple Recipients re: IL-2 Conjugate: Feb 21st BoD Pre-read	Nirula; Skovronsky; Jonsson; Pfeifer; Manner; Schmitz; Murray; Ramseyer; Klekotka; Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0696	2/18/2022	LLY00005880-COLOR	LLY00005982-COLOR	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, February 18, 2022	Ali; Bushell; Kotzin; Zalevsky; Fanton; Franke; Nirula; Klekotka; Jeremy Huckstep; Pfeifer; Manner; Schmitz; Ashrafzadeh	Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0697	2/18/2022	LLY00006713	LLY00006742	NKTR-358 Alliance Joint Steering Committee Meeting and PowerPoint	Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0698	2/18/2022	LLY00005878	LLY00005879	Nektar-Lilly NKTR-358 JPT Agenda Final		Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0699	2/21/2022	LLY02468619	LLY02468621	IL-2 Conjugate BOD Meeting Minutes, February 21, 2022	Nirula; Jonsson; Ashrafzadeh; Manner; Ramseyer; Pfeifer; Klekotka; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0700	2/21/2022	LLY00839604	LLY00839606	Email from Lance Pfeifer to Kathryn Ramseyer ;Rodger M Taylor re: IL-2 SLE CSFs-2022-02-21.pptx	Pfeifer; Murray; Taylor; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0701	2/24/2022	LLY01106987	LLY01107054	KFAJ PO DBL Topline Readout Rezpeg Core Team Meeting	Klekotka; Murray; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0707	3/1/2022	LLY02140840	LLY02141257	CD200R Phase 1 Eczema Data	Schmitz; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0708	3/7/2022	Nektar00000636762	Nektar00000636911	Email from Kotzin re Atopic Dermatitis protocol Ph2b (draft) - KFAE		Kotzin; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0709	3/7/2022	LLY01351910	LLY01352050	LY3471851 KFAE Harmonized Clinical Protocol-25Feb-clean for Nektar review	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0710	3/8/2022	LLY00851745	LLY00851746	Email from Ajay Nirula to Lance Pfeifer re: RE: Portfolio and IL-2 updates	Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0715	3/14/2022	LLY024560410	LLY02456051	2022 Portfolio review	Pfeifer; Nirula; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0716	3/14/2022	LLY02456041	LLY02456051	2022 Portfolio review	Lance Pfeiffer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0723	3/16/2022	LLY00855248	LLY00855304	CD200R Board of Directors PowerPoint	Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0724	3/17/2022	LLY00773181	LLY00773193	Email from Annabelle-louise Lockey to Carsten Schmitz, Heng Zou - Network, Robert Jan Benschop, Kimberley Jackson, Paul Klekotka, Ajay Nirula re: KFAC and KFAD	Zou; Schmitz; Klekotka; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0729	3/21/2022	LLY02138749	LLY02138752	Email from Ajay Nirula to Daniel Skovronsky re: Re: So visit April 7	Skovronsky; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0731	3/24/2022	LLY00933922	LLY00933922	Email from R. J. Forbes to Michael Andrew Johnson; Lance A. Pfeifer; Jeremy Huckstep ; David Murray; Mitchell Stayer re: RE: Nektar Assumptions	Huckstep; Pfeifer; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0733	3/25/2022	LLY01345075	LLY01345077	Email from Lance Pfeifer to Kathryn Ramseyer; Ali Ashrafzadeh; Lucia Seminario Vidal re: RE: Slides for IL-2 Lead Team - erythema	Ramseyer; Ashrafzadeh; Pfeifer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0734	3/26/2022			Lilly Press Release: Majority of Patients Treated with Lebrikizumab Achieved Skin Clearance in Lilly's Pivotal Phase 2 Atopic Dermatitis Studies, March 26, 2022	Pfeifer; Ramseyer; Jonsson; Skovronsky; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0737	3/28/2022	Nektar00000417640	Nektar00000417640	Emails re Lebri influencing Lilly's recommendations		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0738	3/28/2022	Nektar00000722465	Nektar00000722466	Email from Labrucherie re Preliminary Due Diligence Topics		Ruddock; Marais		Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witness(es).
Trial Exh 0739	3/29/2022	LLY00934514	LLY00934514	Email from Lotus Mallbris to Kathryn Ramseyer re:Re: Input needed on 2 time-sensitive items	Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0741	3/30/2022	Nektar00000007880	Nektar00000007880	Email from B. Kotzin Re REZPEG UC and SLE Data Readout		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0746	4/3/2022	LLY00934579	LLY00934617	Email from Kathryn Ramseyer to Patrik Jonsson re: Draft IL-2 slides for meeting with Dave on Thursday, April 7th	Ramseyer; Jonsson		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0749	4/5/2022	LLY00772981	LLY00773050	Email from Kathryn Ramseyer to Ajay Nirula re: Rezpegaldesleukin slides for 4/7 meeting	Klekotka; Nirula; Ashrafzadeh; Pfeifer; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0750	4/5/2022	LLY01351450	LLY01351557	Email from Ajay Nirula to David Ricks, Daniel Skovronsky, Patrik Jonsson re: Slides for Thursday	Jonsson; Skovronsky; Nirula; Klekotka; Pfeifer; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0751	4/5/2022	LLY00934953	LLY00935021	Email from Kathryn Ramseyer to Ajay Nirula re: Rezpegaldesleukin slides for 4/7 meeting	Jonsson; Skovronsky; Nirula; Klekotka; Pfeifer; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0753	4/7/2022	LLY00934953	LLY009349587	Email from Kathryn Ramseyer to Ajay Nirula re: Rezpegaldesleukin slides for 4/7 meeting	Pfeifer; Klekotka; Ramseyer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 0756	4/12/2022	LLY00935204	LLY00935207	Email from Lance Pfeifer to Ajay Nirula ;Paul Klekotka re: RE: Slides for Thursday	Klekotka; Nirula; Pfeifer; Ramseyer; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0757	4/13/2022	LLY01344965	LLY01344966	Email from Lance Pfeifer to Carsten Schmitz; Paul Klekotka; Jeannie Chao; Ali Ashrafzadeh re: RE: IL-2 feedback	Pfeifer; Schmitz; Klekotka; Ashrafzadeh ; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0758	4/13/2022	LLY02137637	LLY02137640	Email from Carsten Schmitz to Purvi Prajapati ;Ziqiao Wang re: RE: update and favor to ask	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0759	4/13/2022	LLY00847794	LLY00847805	Lilly Immunology Strategic Plan 2022 Meeting 5	Nirula; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0762	4/15/2022	LLY00123912	LLY00123972	Email from Lance Pfeifer to Multiple Recipients re: IL-2 Conjugate BoD Agenda: Tuesday, April 19th	Nirula; Skovronsky; Jonsson; Pfeifer; Manner; Schmitz; Murray; Ramseyer; Klekotka; Ashrafzadeh; Taylor; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0765	4/18/2022	LLY00188092	LLY00188152	Email from Kathryn Ramseyer to Patrik Jonsson; Laurie Lynn Kowalevsky; Lotus Mallbris re:Rezpegaldesleukin (IL-2 conjugate) Board of Directors - Pre-read and input from NPP/GBD	Ramseyer; Taylor; Jonsson; Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0766	4/18/2022	LLY00000204	LLY00000261	PowerPoint titled Rezpegaldesleukin: Board of Directors Meeting	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0769	4/19/2022	LLY00125548	LLY00125552	Email from Lance Pfeifer to Ajay Nirula re: FW: IL-2 BoD Meeting Minutes: Ready for your review	Klekotka; Nirula; Skovronsky; Jonsson; Schmitz; Taylor; Klekotka; Ashrafzadeh; Manner; Lancer Pfeifer; Murray; Huckstep; Ramseyer;		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0770	4/19/2022	LLY00001374	LLY00001377	IL-2 Conjugate BOD meeting minutes	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0771	4/19/2022	Nektar00000090823	Nektar00000090825	Email from B. Kotzin Re Interim analysis results		Kotzin; Ruddock; Zalevsky; Klekotka		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0780	4/25/2022	LLY00691891	LLY00691891	Email from Jeremy Huckstep to Lance Pfeifer; Rodger M Taylor re: IL-2 contract language re timing of 4 indications	Huckstep; Pfeifer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0783	4/26/2022	LLY02474880	LLY02474880	Baricitinib/Olumiant - Phase 2 Atopic Dermatitis - CSR Addendum	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0785	4/27/2022	Nektar00000412493	Nektar00000412493	Email announcing May 3, 2022 is Dan's last day		Huckstep; Pfeifer		Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witness(es).
Trial Exh 0787	4/29/2022	LLY01361027	LLY01361029	IL-2 Core Team Meeting	Huckstep; Ashrafzadeh; Schmitz; Murray; Ramseyer; Pfeifer; Klekotka; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0791	5/2/2022	Nektar00000276110	Nektar00000276110	Email from B. Kotzin to A. Ashrafzadeh re Accepted: IL-2 Conjugate Medical Meeting		Ashrafzadeh; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0792	5/3/2022	LLY00104099	LLY00104107	PowerPoint titled Rezpegaldesleukin Early CD Criteria	Taylor; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0795	5/4/2022	Nektar00000221105	Nektar00000221106	Email from Wu re NKTR-255.01 Trial Schema.pptx		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0796	5/4/2022	Nektar00000864920	Nektar00000864920	Email from G. Labrucherie to J. Zalevsky and J. Ruddock re Lebrizumab Phase 2		Ruddock; Zalevsky		Cross examination of the named Nektar witness(es).
Trial Exh 0801	5/6/2022	LLY00928989	LLY00928999	Email from Lance Pfeifer to Jeremy Huckstep re: FW: AtD decision tree after Lupus and UC readout	Carsetn Schmitz; Pfeifer; Huckstep; Ashrafzadeh; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0802	5/6/2022	LLY00850060	LLY00850071	Email from Lance Pfeifer to Kathryn Ramseyer re: FW: AtD decision tree after Lupus and UC readout	Pfeifer; Ramseyer; Taylor		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0803	5/6/2022	LLY00848877	LLY00848884	Email from Ali Ashrafzadeh to Jeremy Huckstep re: RE: AtD decision tree after Lupus and UC readout	Huckstep; Ashrafzadeh		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0804	5/9/2022	LLY02138009	LLY02138048	Email from Ziqiao Wang to Songqing Na, Carsten Schmitz, Nicholas Saxena Ellinwood, Puvi Prajapati re: Meeting with Pandu tomorrow	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0805	5/10/2022	LLY02436163	LLY02436185	Email from Jennifer Michelle Recker to Patrik Jonsson, Ashley Diaz-Granados, and others re: ImBU LT Final SP-22 Review Pre-read	Jonsson; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 0806	5/10/2022	LLY00929842	LLY00929842	Email from Lance Pfeifer to Ajay Nirula re: Discussion topics for our 1:1 on Thursday	Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0811	5/12/2022	LLY00126299	LLY00126326	Email from Lance Pfeifer to Seth Grimes, Stuart Gregory re: FW: Nektar IL-2 Milestones	Pfeifer; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
Trial Exh 0812	5/12/2022	LLY00849889	LLY00849902	Email from Carsten Schmitz to Kathryn Ramseyer, Paul Klekotka, Rodger Taylor, David Manner, Lance Pfeifer, Ali Ashrafzadeh re: RE: IL-2 PEG decision tree for Atopic Dermatitis	Schmitz; Ramseyer; Klekotka; Taylor; Manner; Pfeifer; Ashrafzadeh		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0813	5/12/2022	LLY00848493	LLY00848505	Email from Lance Pfeifer to Kathryn Ramseyer re: Decision tree slides	Pfeifer; Ramseyer;		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0814	5/12/2022	LLY00930100	LLY00930103	Email from S. Grimes Re Nektar IL-2 Milestones/PTS		Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0817	5/13/2022	Nektar00000012348	Nektar00000012350	Email from J. Ruddock to T. Haberberger re KFAN (RBA) Request to review draft protocol by 13 May 22		Ruddock		Cross examination of the named Nektar witness(es).
Trial Exh 0818	5/13/2022	Nektar00000012353	Nektar00000012355	Email from J. Ruddock to M. Tagliaferri re KFAN (RBA) Request to review draft protocol by 13 May 22		Ruddock		Cross examination of the named Nektar witness(es).
Trial Exh 0819	5/13/2022	Nektar00000518127	Nektar00000518207	Email from Kotzin re KFAN (RBA) Request to review draft protocol by 13 May 22		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0820	5/13/2022	Nektar00000864341	Nektar00000864423	Email from J. Ruddock to J. Zalevsky re KFAN (RBA) Request to review draft protocol by 13 May 22		Ruddock; Zalevsky		Cross examination of the named Nektar witness(es).
Trial Exh 0821	5/13/2022	Nektar00000007888	Nektar00000007888	Email from C. Ali Re NKTR-358 Updates		Ali; Kotzin; Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0822	5/13/2022	Nektar00000518127	Nektar00000518133	Email from B. Kotzin Re KFAN Draft Protocol		Kotzin; Yu; Fanton; Ali		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0825	5/17/2022	LLY00931368	LLY00931369	Email from Lance Pfeifer to Jeremy Huckstep re: FW: IL-2 Lead Team agenda	Huckstep; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0826	5/17/2022	LLY00857331	LLY00857374	Email from Carsten Schmitz to Paul Klekotka re: CD200 BoD slides	Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0827	5/17/2022	LLY00777939	LLY00777944	Email from Kathryn Ramseyer to Jingyi Liu ;So Young Park re:Fwd: Early CD Criteria and Decision Tree Endorsed by ImBU LT	Taylor; Ramseyer; Pfeifer; Murray; Klekotka; Alo Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0828	5/17/2022	LLY00856298	LLY00856299	Email from David Manner to Ziqiao Wang re: RE: Favor to ask re planned AtD data readout	Schmitz; Manner		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0833	5/18/2022	LLY00855148	LLY00855148	Email from Ziqiao Wang to David Manner, Heng Zou re: RE: KFAD	Zou; Manner; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0834	5/18/2022	LLY02435982	LLY02435987	Text Messages between Ajay Nirula and Daniel Skovronsky	Nirula; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0835	5/18/2022	LLY00692448	LLY00692475	Email from Paul Klekotka to Ajay Nirula re: IAC	Nirula; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0839	5/19/2022	LLY00856297	LLY00856297	Email from Lance Pfeifer to Multiple Recipients re:Rezpegaldesleukin SLE Interim update	Taylor; Pfeifer; Nirula; Skovronsky; Jonsson; Klekotka; Ashrafzadeh; Ramseyer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0840	5/19/2022	LLY00856750	LLY00856750	Email from Rodger Taylor to Ajay Nirula, Dan Skovronsky, Kathryn Ramseyer, and others re: Rezpegaldesleukin (IL-2) Ph2 SLE Interim Assessment 3 readout and Next Steps	Taylor; Nirula; Skovronsky; Ramseyer; Jonsson; Murray; Klekotka		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0841	5/19/2022	LLY01350838	LLY01350838	Email from Rodger Taylor to Lotus Mallbris re: FW: Rezpegaldesleukin Ph2 SLE Interim Assessment 3 readout and Next Steps	Taylor; Ashrafzadeh; Nirula; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0842	5/19/2022	Nektar00000099669	Nektar00000099669	Email from Taylor re Rezpegaldesleukin (IL-2) Ph2 SLE Interim Assessment 3 readout and Next Steps		Ruddock; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0846	5/20/2022	LLY02136347	LLY02136351	Email from Victoria Rajamanickam to David Manner, Heng Zou, Jordan Bauer re: [EXTERNAL] RE: KFAD- SAP version 1.0	Zou; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0847	5/20/2022	Nektar00000012629	Nektar00000012631	Email from Rodger M Taylor to Jennifer Ruddock re: RE: [EXTERNAL] Re: Rezpegaldesleukin (IL-2) Ph2 SLE Interim Assessment 3 readout and Next Steps	Ali; Ruddock; Taylor; Huckstep; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0848	5/20/2022	Nektar00000863914	Nektar00000863915	Email from Robin re NKTR-358		Robin; Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0849	5/20/2022	Nektar00000891121	Nektar00000891127	Email from C. Ali re NKTR-358 Project Team meeting - 17MAY22 minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0850	5/20/2022	Nektar00000949929	Nektar00000949929	Email from Zalevsky re NKTR-358		Robin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0851	5/21/2022	LLY01336242	LLY01336307	Email from Ajay Nirula to Daniel Skovronsky re: SLE CSFs; attaching IL-2 Conjugate: Board of Directors Meeting, February 21, 2022	Nirula; Pfeifer; Schmitz; Dan Skovronsky; Manner; Ashrafzadeh; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 0854	5/23/2022	LLY00931671	LLY00931674	Email from R. Taylor to A. Cherie and J. Ruddock re KFAN (RBA2) study protocol comments from Nektar and Draft FAQs for SLE PH2 (KFAJ) IA3 Data Readout		Ruddock; Pfeifer; Huckstep; Ramseyer; Cherie Ali		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 0855	5/24/2022	LLY00778251	LLY00778251	Email from Kathryn Ramseyer to Lance Pfeifer re: Opening comments	Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0856	5/25/2022	LLY00855633	LLY00855633	Email from Carsten Schmitz to Lance Pfeifer; Ali Ashrafzadeh; Kathryn Ramseyer; Paul Klekotka re: RE: Added slides for IL-2 discussion tomorrow	Schmitz; Pfeifer; Ashrafzadeh; Ramseyer; Klekotka; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0857	5/25/2022	LLY00855634	LLY00855634	AtD study table [Attached to Depo. Exh. 273]	Schmitz; Pfeifer; Ashrafzadeh; Ramseyer; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0860	5/28/2022	Nektar00000151708	Nektar00000151709	Email from Ali re Time Sensitive Request: NKTR-358 Materials for NKTR 2Q22 BOD Meeting		Kotzin; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0861	5/30/2022	LLY00856289	LLY00856293	Email from David Manner to Ziqiao Wang, Heng Zou re: RE: Easi scores in ADaM and SDTM are different	Zou; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0862	5/30/2022	LLY00931969	LLY00931969	Email from David Manner to Ziqiao Wang ;Heng Zou re: RE: Easi scores in ADaM and SDTM are different	Manner; ICON (Rylance)		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0863	5/30/2022	LLY00857395	LLY00857395	Email from Ziqiao Wang to David Manner;Heng Zou - Network re: Re: Easi scores in ADaM and SDTM are different	Zou; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0864	5/30/2022	LLY00856204	LLY00856260	Email from Carsten Schmitz to Ziqiao Wang re: KFAD Interim #5 readout and upcoming BoD and JPT meetings	Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0868	5/31/2022	LLY00931659	LLY00931660	Email from Heng Zou to Ziqiao Wang; David Manner re: Re: Easi scores in ADaM and SDTM are different	Zou; Manner; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0869	5/31/2022	LLY00931948	LLY00931950	Email from Ziqiao Wang to Heng Zou; David Manner re: RE: Easi scores in ADaM and SDTM are different	Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0870	5/31/2022	LLY00931938	LLY00931942	Email from Carsten Schmitz to Nicole Elizabeth Campbell re: Re: KFAE Annotated CRFs Review	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0871	5/31/2022	Nektar00000283690	Nektar00000283690	Email from C. Ali to J. Ruddock re NKTR-358 June 1 AM/PM meeting topics		Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 0872	5/31/2022	Nektar00000413894	Nektar00000413976	Emails between C. Ali and X. Wang re NKTR-358 Project Team meeting - 31MAY22 minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0877	6/1/2022	Nektar00000720137	Nektar00000720144	Email from Ali re NKTR-358 Project Team meeting - 31MAY22 Draft minutes		Buthusiem; Zalevsky; Kotzin; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0881	6/4/2022	LLY00778544	LLY00778557	Email from Carsetn Schmitz to Brian Kotzin re: Atopic Dermatitis Advisory Board June 8th (Germany) - IL-2 data presentation	Carsetn Schmitz; Pfeifer; Kotzin; Ashrafzadeh; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0882	6/5/2022	Nektar00000086110	Nektar00000086111	Email from Brian Kotzin to Carsten Schmitz re: RE Atopic Dermatitis Advisory Board June 8th (Germany) - IL-2 data presentation	Kotzin; Carsten Schmitz; Pfeifer; Ashrafzadeh; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0884	6/6/2022	LLY00936000	LLY00936014	Email from Carsten Schmitz to Kathryn Ramseyer re: RE: Clinical Team meeting with Nektar June 8th	Ramseyer; Pfeifer; Ashrafzadeh; Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0890	6/8/2022	LLY00854256	LLY00854265	Email from Purvi Prajapati to Ali Ashrafzadeh re: KFAE Interim Slides	Manner; Schmitz; Huckstep; Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0891	6/8/2022	Nektar00000657653	Nektar00000657654	Email from H. Robin to J. Zalevsky re Wondering how this could potentially impact your program with Lilly?		Robin; Zalevsky; Ruddock		Cross examination of the named Nektar witness(es).
Trial Exh 0892	6/8/2022	Nektar00000863611	Nektar00000863613	Email from Chowrira re Wondering how this could potentially impact your program with Lilly?		Zalevsky; Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0893	6/8/2022	Nektar00000867179	Nektar00000867180	Email from J. Zalevsky to B. Chowrira re Wondering how this could potentially impact your program with Lilly?		Zalevsky; Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0894	6/8/2022	Nektar00001334544	Nektar00001334547	Email from H. Robin re Wondering how this could potentially impact your program with Lilly		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0900	6/9/2022	LLY00777381	LLY00777382	Email from Kathryn Ramseyer to Carsten Schmitz, Ali Ashrafzadeh re: RE: Nektar/Lilly follow up	Ramseyer; Schmitz; Ashrafzadeh; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0901	6/9/2022	LLY00931831	LLY00931840	Email from Ali Ashrafzadeh to Brian Kotzin re: Today's Slides	Ashrafzadeh; Kotzin; Schmitz		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	



Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0903	6/10/2022	LLY02304567	LLY02304570	Email from Carsten Schmitz to Ziqiao Wang re: RE: IL2 CD200R summary	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0906	6/13/2022	Nektar00000160725	Nektar00000160727	Email from Liu re Today's Slide		Zalevsky; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; relevant to jury understanding of interim analyses, a key issue relevant to parties' claims and defenses; cross examination of the named Nektar witness(es).
Trial Exh 0910	6/14/2022	LLY01345285	LLY01345286	Email from Carsten Schmitz to Stepen Boesing, David Manner, Purvi Prajapati re: RE: AD guidance	Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0912	6/15/2022	LLY00185849	LLY00185881	PowerPoint titled IL-2 BoD-2022-06-17-FINAL.pdf	Murray; Ramseyer; Jonsson; Taylor; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0913	6/15/2022	Nektar00000327370	Nektar00000327370	Email from Brian Kotzin to Jennifer Ruddock ;Jonathan Zalevsky re: Interim Analyses in the NKTR-358 Phase 2b atopic dermatitis study	Kotzin; Ruddock; Zalevsky	Kotzin; Ruddock; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0914	6/15/2022	LLY01345248	LLY01345250	Email from David Manner to Lance Pfeifer re: David Murray mentioned you in "IL-2 BoD-2022-06-17-DRAFT".	Manner; Murray; Schmitz; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0915	6/15/2022	Nektar00000715042	Nektar00000715042	Email from C. Ali re NKTR-358 Ph2b AtD interim analysis assessment		Ali; Kotzin; Liu; Yu; Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0922	6/16/2022	LLY00185847	LLY00185848	Email from Kathryn Ramseyer to Patrik Jonsson, Laurie Lynn Kowalevsky, Lotus Mallbris re: Rezpegaldeslukin (IL-2 conjugate) Board of Directors - Pre-read and input from NPP/GBD	Murray; Ramseyer; Jonsson; Taylor; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0923	6/16/2022	LLY00777530	LLY00777534	Email from Rodger Taylor to Multiple Recipients re: Fwd: NKTR-358 AtD Input from Nektar	Zalevsky; Skovronsky; Ramseyer; Pfeifer; Huckstep; Taylor; Murray; Ruddock; Cheri Ali		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0928	6/17/2022	LLY00147671	LLY00147706	Email from David Manner to Jonathan Denne re: Fwd: Rezpegaldesleukin (IL-2 Conjugate) BoD Meeting: Friday, June 17th	Pfeifer; Skovronsky; Jonsson; Ramseyer; Schmitz; Klekotka; Ashrafzadeh; Manner; Nirula; Huckstep; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0929	6/17/2022	LLY01361090	LLY01361093	IL-2 Conjugate BOD Meeting Minutes	Pfeifer; Skovronsky; Jonsson; Ramseyer; Schmitz; Klekotka; Ashrafzadeh; Manner; Nirula; Huckstep; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0930	6/17/2022	LLY01306974	LLY1306978	Email from Jeremy Huckstep to Kenneth L. Custer re: RE: Nektar alliance developments	Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0931	6/17/2022	LLY00185745	LLY00185779	Email from Lance Pfeifer to Multiple Recipients re: Rezpegaldesleukin (IL-2 Conjugate) BoD Meeting: Friday, June 17th	Pfeifer; Skovronsky; Jonsson; Ramseyer; Schmitz; Klekotka; Ashrafzadeh; Manner; Nirula; Huckstep; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0932	6/17/2022	LLY000000001	LLY000000033	PowerPoint titled Rezpegaldesleukin: Board of Directors Meeting	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0933	6/17/2022	Nektar00000090702	Nektar00000090705	Email from J. Zalevsky to D. Skovronsky re NKTR-358 AtD Input from Nektar		Zakevsky; Skovronsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0939	6/20/2022	Nektar00000774845	Nektar00000774851	Email from M. Schneider forwarding email from C. Ali re NKTR Project Team meeting - 14JUN22 minutes		Kotzin; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0942	6/29/2022	LLY01336543	LLY01336547	Email from Lance Pfeifer to Multiple Recipients re: Rezpegaldesleukin (IL-2 Conjugate) BoD Minutes	Pfeifer; Klekotka; Nirula; Schmitz; Ramseyer; Manner; Murray; Skovronsky; Jonsson		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0944	6/30/2022	Nektar00000863356	Nektar00000863394	Email from Adi Jayanthi to Multiple Recipients re: [EXTERNAL] RE: Project Newbirth   Valuation discussion	Sasaki; Robin; Ruddock; Zalevsky; Robbins	Robin; Ruddock; Zalevsky; Marais	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witness(es).
Trial Exh 0945	6/30/2022	Nektar00000160204	Nektar00000160206	Email from L. Sasaki re Updated Timelines - Research Programs		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0946	7/1/2022	Nektar00000283603	Nektar00000283605	Email from Jeremy Huckstep to Cherie Ali; Jennifer Ruddock re: [EXTERNAL] Response to June 16th letter	Huckstep; Cheri Ali; Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0947	7/1/2022	LLY00778732	LLY00778734	J. Huckstep Email with attachments		Huckstep; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 0959	7/14/2022	Nektar00000099647	Nektar00000099647	Email from Kotzin re Follow-up from NKTR-358 Team meeting today		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0964	7/20/2022	LLY02142868	LLY02142928	Immunology Update 7.22.22		Jonsson, Nirula		Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
Trial Exh 0970	7/26/2022	LLY01352342	LLY01352343	Email from Lance Pfeifer to Nicole Hu re: FW: Rezpegaldesleukin update	Pfeifer; Klekotka; Ramseyer; Schmitz; Ashrafzadeh; Taylor; Huckstep;		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0973	7/27/2022	LLY01312505	LLY01312507	Email from Rodger M Taylor to Kathryn Ramseyer ;Lance Pfeifer ;Jeremy Huckstep re: RE: [EXTERNAL] Re: AM/PM Discussion topic - KFAE (AtD) Ph2b Study Communications	Ramseyer; Pfeifer; Huckstep; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0974	7/27/2022	Nektar00000012594	Nektar00000012594	Email from C. Ali re Agenda		Huckstep; Pfeifer; Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 0975	7/27/2022	Nektar00000862960	Nektar00000862970	Email from C. Ali re NKTR-358 Project Team meeting - 27JUL22 minutes		Ali; Fanton; Franke; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 0978	7/28/2022	LLY00777218	LLY00777219	Email from Kathryn Ramseyer to Rodger M Taylor re:Text for "What's changed?" slide	Ramseyer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0984	8/3/2022	Nektar00000007849	Nektar00000007850	Email from Zalevsky re 258 DD Questions from Peanut		Zalevsky; Kotzin; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 0989	8/4/2022	LLY02467478	LLY02467523	Slide Deck: "CD200R Agonist Antibody (AI, LY3454738) Board of Directors"	Schmitz; Nirula; Ramseyer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0990	8/4/2022	LLY00693581	LLY00693584	Email from Lydia J Wilkinson to Ajay Nirula et al. re: Draft CD200R Agonist BoD minutes - review requested	Nirula; Schmitz; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0992	8/5/2022	LLY00005714	LLY00005873	Lilly/Nektar NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes and PowerPoint August 5, 2022	Ali; Franke; Kotzin; Zalevsky; Ruddock; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Huckstep; Manner; Murray; Taylor; Robbins	Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0993	8/5/2022	LLY00002676	LLY00002827	PowerPoint titled IL-2 Conjugate JPT Meeting	Zalevsky; Kotzin; Tagliaferri; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz; Manner; Murray; Huckstep; Klekotka; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0994	8/5/2022	LLY00006707	LLY00006710	NKTR-358 Alliance Joint Steering Committee Meeting	Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Taylor	Nirula; Klekotka; Pfeifer; Huckstep; Ramseyer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0995	8/5/2022	Nektar0000990707	Nektar0000990866	NKTR-358 Alliance Joint Product Team Minutes	Zalevsky; Ruddock; Kotzin; Fanton; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0996	8/5/2022	LLY02474943	LLY02474943	Ucenprubart/CD200r - Phase 1 Atopic Dermatitis - CSR Synopsis	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0997	8/5/2022	LLY00005983	LLY00006080	PowerPoint titled IL-2 Conjugate JPT Meeting, February 18, 2022	Zalevsky; Kotzin; Ruddock; Cheri Ali; Fanton; Franke; Ajai Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer; Taylor; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 0998	8/5/2022	LLY00005557	LLY00005559	Nektar-Lilly JPT Final Agenda		Nirula; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Ramseyer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 0999	8/5/2022	PureTech_00003228	PureTech_00003238	Solicited ISR from Ph1b PsO Study KFAC		Krueger; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1000	8/6/2022	LLY02452085	LLY02452086	Email from Rodger Taylor to Rob D Swarts, Kathryn Ramseyer re: Request from Lotus	Skovronsky; Taylor; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1002	8/8/2022			Press Release re Taltz Reformulation	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1004	8/9/2022	Nektar00000327301	Nektar00000327303	Email from K. Franke to K. Brodbeck re 358 Tech Review		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1005	8/9/2022	Nektar00000862584	Nektar00000862593	Email from J. McCumber re 09AUG22 TechOps: Technical Review - NKTR-358 Final Minutes; TechOps Technical Review Meeting Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1006	8/9/2022	Nektar00000949908	Nektar00000949909	Franke email re 220809 TechOps Tech Review NKTR358_Draft		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1007	8/10/2022	Nektar00000221300	Nektar00000221301	Email from Ruddock re Celldex slide presentation 9:30 am		Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1008	8/10/2022	Nektar00000090625	Nektar00000090628	Email re: Nektar-Lilly Draft JSC Minutes		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1009	8/15/2022	LLY01298525	LLY01298685	Email from Caroline Burcham to multiple recipients re: JPT/JSC Minutes: Rezpegaldesleukin Lead Team (15Aug) Agenda and Pre-reads	Kotzin; Taylor; Ramseyer; Pfeifer; Klekotka; Ashrafzadeh; Huckstep; Murray; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1012	8/19/2022	LLY02458606	LLY02458615	Email from Rodger Taylor to multiple recipients re:Rezpegaldesleuking ImBU 2023 Business Plan Budget - Action requested	Taylor; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1015	8/22/2022	LLY01318089	LLY01318091	Email from Rodger Taylor to Kathryn Ramseyer, Ajay Nirula, Lance Pfeifer, Paul Klekotka re: RE: Text from JZ	Taylor; Pfeifer; Klekotka; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1016	8/22/2022	LLY02458930	LLY02458932	Minutes of Immunology RDSC Meeting of 8/22/2022	Skovronsky; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	
Trial Exh 1017	8/23/2022	LLY00983750	LLY00983750	Email from Mitchell Stayer to Rodger Taylor re: Lebri AD in Dupi-Experienced Patients	Taylor; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1021	8/24/2022	LLY02357623	LLY02357646	Email from Lance Pfeifer to Zach Neeb re: FW: Immunology TA Review Wednesday Aug 24th	Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1024	8/25/2022	Nektar00000867017	Nektar00000867018	Email from Jonathan Zalevsky to Brian Kotzin, Jennifer Ruddock, Lorin Sasaki re: RE: [EXTERNAL] Re: NKTR-358 Timeline & Milestone - Update	Zalevsky; Kotzin; Ruddock; Sasaki	Kotzin; Ruddock; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1025	8/25/2022	Nektar00000717637	Nektar00000717640	Email from Jill Thomsen to Jennifer Ruddock re: RE: NKTR-358 Timeline & Milestone - Update	Zalevsky; Kotzin; Ruddock; Sasaki	Ruddock; Kotzin; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1026	8/25/2022	Nektar00000862448	Nektar00000862461	Email from Adi Jayanthi to Jill Thomsen, Lorin Sasaki, and others re: [EXTERNAL] RE: Project Newbirth   Nektar & JPM - Development Expenses Discussion	Zalevsky; Kotzin; Ruddock; Robin; Sasaki	Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Rebut and defend against Nektar allegations of damages or other harm.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1028	8/26/2022	LLY00983565	LLY00983568	Email from Kathryn Ramseyer to Stephen Boesing, Lance Pfeifer, Rodger Taylor re: RE: SLE data impact potential	Pfeifer; Taylor; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1029	8/26/2022	Nektar00000862440	Nektar00000862443	Thomsen email re budget milestones		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1033	8/29/2022	LLY01356220	LLY01356221	Email from Danny Wood to Lance Pfeifer re: Re: Action item from last week's AM/PM meeting	Pfeifer; Klekotka; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1035	8/30/2022	LLY00102001	LLY00102003	2022-08 - August - IL2 Summary Report.docx	Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1039	9/1/2022	Nektar00000950021	Nektar00000950182	Email from Zalevsky re NKTR-358 05AUG22 JPT draft minutes for review		Zalvesky; Kotzin; Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1041	9/2/2022	Nektar00000012863	Nektar00000012870	Email from Vivian Wu to Jennifer Ruddock re: Announcement of REZPEG (NKTR-358) Phase 1b Results in Atopic Dermatitis and Psoriasis at EADV	Schmitz; Zou; Klekotka; Kotzin; Zalevsky; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1042	9/6/2022	Nektar00000099555	Nektar00000099555_	Email from Lance Pfeifer to Cammy DeLuca-Flaherty, Jennifer Ruddock, Rodger Taylor, Jeremy Huckstep re: [EXTERNAL] Action item from last week's AM/PM meeting	Lance Pfier; Ruddock; Rodger M Taylor; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1044	9/7/2022	LLY01318118	LLY01318135	SVB Article titled Rezpeg has Clinical and PD impact in AD, but Murky Path Forward	Ramseyer; Taylor; Huckstep; Murray; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1046	9/8/2022	Nektar00000007823	Nektar00000007831	Email from J. Zalevsky re LLY News		Zalevsky; Ruddock; Kotzin		Cross examination of the named Nektar witness(es).
Trial Exh 1047	9/8/2022	Nektar00000007832	Nektar00000007833	Email from J. Zalevsky re LLY News		Zalevsky; Ruddock; Kotzin		Cross examination of the named Nektar witness(es).
Trial Exh 1048	9/8/2022	Nektar00000299664	Nektar00000299672	Email from J. Ruddock re LLY news		Zalevsky; Ruddock; Kotzin; Mostaghimi		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
Trial Exh 1050	9/11/2022	Nektar00000461010	Nektar00000461170	Email from DeLuca-Flaherty re Meeting minutes		Huckstep; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1052	9/13/2022	LLY01296948	LLY01296993	PowerPoint titled IL-2 Conjugate: Board of Directors Meeting, September 13, 2022	Nirula; Ramseyer; Ashrafzadeh; Pfeifer; Klekotka; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1053	9/13/2022	Nektar00000284235	Nektar00000284238	Email from J. Ruddock to M. Tagliaferri re Announcement of REZPEG (NKTR-358) Phase 1b Results in Atopic Dermatitis and Psoriasis at EADV		Ruddock		Cross examination of the named Nektar witness(es).
Trial Exh 1059	9/18/2022	N/A	N/A	<a href="https://www.nektar.com/wp-content/uploads/2025/09/EADV-2025_Silverberg-et-al_Rezpegaldesleukin_REZOLVE-AD.pdf">https://www.nektar.com/wp-content/uploads/2025/09/EADV-2025_Silverberg-et-al_Rezpegaldesleukin_REZOLVE-AD.pdf</a>		Zalevsky; Yu; Liu; Fanton; Jue; Kotzin; Tagliaferri		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of Named Nektar witnesses
Trial Exh 1061	9/19/2022	LLY00860177	LLY00860211	Email from Purvi Prajapati to multiple recipients re: CD200R team's plan for PIC discussion	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1062	9/19/2022	Nektar00000086141	Nektar00000086141	Email from Kotzin re NKTR-358 PTM Tuesday 20SEP		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 1068	9/21/2022	LLY01350371	LLY01350528	Email from David Murray to Jeremy Huckstep re: Rezpeg Market Research	Huckstep; Murray; Pfeifer; Ramseyer; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1069	9/21/2022	LLY00125753	LLY00125910	Email from Jeremy Huckstep to Cammy DeLuca-Flaherty, Jennifer Ruddock re: Rezpeg Market Research Information	Huckstep; Pfeifer; Taylor; Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1070	9/21/2022	LLY00775218	LLY00775218	Email from L. Pfeifer re Rezpeg medical meeting agenda		Klekotka; Ashrafzadeh; Kotzin; Pfeifer; Schmitz; Ramseyer; Murray; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1074	9/26/2022	LLY00126362	LLY00126434	Email from Rodger Taylor to Kathryn Ramseyer, Mitchell Stayer, and others re: FW: Rezpeg Atopic Derm ISR Market Research	Huckstep; Ramseyer; Pfeifer; Murray; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1079	10/3/2022	Nektar00000174061	Nektar00000174061	Calendar Invite re Lilly   Nektar Weekly AM/PM Meeting (Rezpeg market research review)		Klekotka; Ashrafzadeh; Kotzin; Pfeifer; Schmitz; Ramseyer; Murray; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1080	10/3/2022	Nektar00000147944	Nektar00000147944	Email from D. Yu re AtD Study Design Discussion: Follow up on Mtg with Lilly Stats		Yu; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1083	10/6/2022	LLY01122013	LLY01122074	Investigator's Brochure for Rezpeg	Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1084	10/6/2022	LLY01122013	LLY01122074	Rezpeg Investigator's Brochure	Klekotka; Murray; Pfeifer; Nirula; Ramseyer; Schmitz; Skovronsky; Zalevsky; Kotzin; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1085	10/6/2022	Nektar00000147540	Nektar00000147541	Email from D. Yu Rezpegaldesleukin medical meeting agenda		Yu; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1086	10/7/2022	LLY00860978	LLY00860979	Email from Kathryn Ramseyer to Patrik Jonsson re: RE: Option for live discussion prior to the 10/21 rezpeg BOD meeting for atopic dermatitis	Jonsson; Ramseyer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1089	10/10/2022	Nektar00000160072	Nektar00000160079	Email from B. Kotzin re AtD Study Design Discussion: Follow up on Mtg with Lilly Stats		Yu; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1091	10/13/2022	Nektar00000160058	Nektar00000160061	Email from Y. Liu re AtD Study Design Discussion: Follow up on Mtg with Lilly Stats		Yu; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1096	10/17/2022	LLY00000850	LLY00000883	Rezpegaldesleukin: Development Advisory Council (DAC) Review of Atopic Dermatitis Phase 2b Design KFAE	Ramseyer; Klekotka; Schmitz; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1097	10/18/2022	LLY00200779	LLY00200865	Email from Lance Pfeifer to Ajay Nirula, Henry Bryant, and others re: Rezpegaldesleukin BoD Pre-reads	Pfeifer; Nirula; Skovronsky; Jonsson; Klekotka; Schmitz; Manner; Ashrafzadeh; Ramseyer; Taylor; Murray; Huckstep; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1103	10/20/2022	LLY02467598	LLY02467629	CD200R Board of Directors PowerPoint	Schmitz		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1106	10/21/2022	LLY01338305	LLY01338307	Rezpegaldesleukin BOD Meeting Minutes, October 21, 2022	Robbins; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Klekotka; Taylor; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1107	10/21/2022	LLY01337225	LLY01337267	PowerPoint titled Rezpegaldesleukin: Board of Directors Meeting BoD Date: October 21st, 2022	Pfeifer; Klekotka; Nirula; Schmitz; Ramseyer; Manner; Murray; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1108	10/21/2022	LLY01348199	LLY01348201	IL-2 Conjugate BOD Minutes	Skovronsky; Pfeifer; Schmitz; Jonsson; Ramseyer; Klekotka; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1109	10/21/2022	LLY00090955	LLY00090993	KFAD Statistical Analysis Plan	ICON (Rylance); Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1112	10/24/2022	LLY01299735	LLY01299736	Email from Lance Pfeifer to Jenny Wen Jing Liu re: Fwd: Rezpeg BoD Meeting: Phase 2b AtD study endorsed!	Nirula; Ramseyer; Ashrafzadeh; Pfeifer; Klekotka; Schmitz; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1113	10/26/2022	LLY02171019	LLY02171021	Email from David Murray to Mitchell Stayer, Julie Maxwell re: RE: IL2 AD Forecast	Murray; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1114	10/26/2022	LLY02435928	LLY02435928	Text Messages - Ajay Nirula; Lotus Mallbris	Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1116	10/27/2022	Nektar00000860677	Nektar00000860679	Email from Thomsen re Newbirth - Preliminary Honey & Hazel Relative Valuations		Robin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1119	10/31/2022	Nektar00000244713	Nektar00000244715	Email re Nektar Weekly AM/PM Meeting Agenda		Pfeifer; Huckstep; Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 1125	11/3/2022	Nektar00000860594	Nektar00000860595	Email from J. Ruddock re Development Strategy Summary for REZPEG		Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1126	11/3/2022	Nektar00000860596	Nektar00000860597	Email chain between R. Bacci to J. Zalevsky and J. Ruddock re AtD Development Strategy		Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1127	11/3/2022	Nektar00000860601	Nektar00000860601	Email from J. Ruddock re Development Strategy Summary for REZPEG		Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1128	11/3/2022	Nektar00000866840	Nektar00000866840	Email from J. Zalevsky re Development Strategy Summary for REZPEG		Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1131	11/9/2022	LLY02458006	LLY02458008	Rezpegaldesleukin BOD Meeting Minutes	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1132	11/9/2022	LLY02458001	LLY02458004	Email from Lance Pfeifer to Ajay Nirula, Henry Bryant, and others re: Rezpeg BoD minutes: Oct 21st meeting	Nirula; Skovronsky; Jonsson; Ramseyer; Pfeifer; Klekotka; Schmitz; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1140	11/14/2022	LLY01353607	LLY01353608	Email from K. Ramseyer to J. Huckstep and A. Nirula re Lilly JPT membership updates sent to Nektar		Huckstep; Nirula; Ramseyer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1142	11/15/2022	LLY00778964	LLY00778967	Email from Kathryn Ramseyer to Paul Klekotka re: RE: IL-2 JPT slides	Ramseyer; Klekotka; Schmitz; Pfeifer; Robbins; Mostaghimi; Manner		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1143	11/18/2022	LLY02257974	LLY02258072	Lilly/Nektar NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, November 18, 2022 With Associated Slide Deck	Danni Yu; Zalevsky; Kotzin; Fanton; Franke; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Schmitz; Manner; Schmitz	Zalevsky; Kotzin; Franke; Ruddock; Fanton; Yu; Liu; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 1144	11/18/2022	LLY00221162	LLY00221164	Lilly/Nektar NKTR-358 Alliance - Joint Steering Committee Meeting Minutes, November 18, 2022	Zalevsky; Kotzin; Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Manner; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1145	11/18/2022	LLY00006081	LLY00006082	Nektar-Lilly JPT Final Agenda		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1146	11/18/2022	Nektar00000860346	Nektar00000860348	Email from DeLuca-Flaherty re Internal discussion "Rezpeg Asset Strategy/ KFAE CSFs		Ruddock; Kotzin; Zalevsky		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 1147	11/21/2022	Nektar00000860346	Nektar00000860347	Email from C. DeLuca-Flaherty re International discussion "Rezpeg Asset Strategy/KFAE CSFs"		Yu; Zalevsky; Ruddock; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1148	11/28/2022	LLY01361098	LLY01361102	Portfolio Investment Council Meeting Minutes	Pfeifer; Skovronsky; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1149	11/29/2022	LLY00945353	LLY00945355	Manner email to Liu and Yu re further follow up on Nektar Stats Q&A		Pfeifer; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.



Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1150	11/30/2022	Nektar00000147031	Nektar00000147032	Email from C. DeLuca-Flaherty re 2022 Achievement for Howard's slides/script for the Friday All-Hands		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1152	12/1/2022	Nektar00000859760	Nektar00000859762	Email from C. DeLuca-Flaherty re 2022 Accomplishments NKTR-358 DRAFT for Review		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1153	12/1/2022	Nektar00000859769	Nektar00000859771	NKTR-358 Accomplishments 2022: Early Development		Zalevsky; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1154	12/1/2022	Nektar00000218013	Nektar00000218013	Email from Y. Liu re Rezpeg Asset Strategy Discussion Rescheduled to 05DEC, 1p PT - Apologies and Question		Yu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1156	12/2/2022	Nektar00000934572	Nektar00000934573	Email from V. Wu to H. Robin re FTE Meeting - Final Presentation		Robin; Ruddock		Cross examination of the named Nektar witness(es).
Trial Exh 1159	12/6/2022	LLY00873753	LLY00873762	Email from Yu re 20221206: Quick discussion on the futility plan for Rezpeg KFAE (AtD ph2b)		Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1160	12/6/2022	Nektar00000647280	Nektar00000647281	Email from D. Yu re Quick discussion on the futility plan for Rezpeg KFAE (AtD ph2b)		Yu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1164	12/7/2022	Nektar00000859749	Nektar00000859752	Email from re D. Yu re Internal discussion "Rezpeg Asset Strategy"		Yu; Ruddock; Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1165	12/9/2022	Nektar00000160028	Nektar00000160029	Email from DeLuca-Flaherty re Rezpeg Asset Strategy Slide for Your Edits/ Tweaks UPDATED		Kotzin; Zalevsky; Ruddock		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witness(es).
Trial Exh 1166	12/9/2022	Nektar00000099474	Nektar00000099475	Email from re C. DeLuca-Flaherty re Internal discussion "Rezpeg Asset Strategy"		Yu; Kotzin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1172	12/13/2022	LLY00875037	LLY00875039	Email from Yu re 20221213: Reserve the time for the follow up on the futility rule plan		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1175	12/14/2022	LLY00780175	LLY00780179	Email from C. DeLuca-Flaherty re IL-2 conjugate Alliance Medical Meeting		Zalevsky; Schmitz; Kotzin; Pfeifer; Ashrafzadeh; Klekotka; Murray; Manner; Ramseyer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1176	12/14/2022	Nektar00000773097	Nektar00000773114	Email from J. Thomsen re Project Newbirth - Discussion Material		Sasaki		Cross examination of the named Nektar witness(es).
Trial Exh 1177	12/16/2022	LLY00008457	LLY00008615	Clinical Study Report for J1P-MC-KFAC	Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer; Taylor; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1179	12/19/2022	LLY00780040	LLY00780044	Email from C. DeLuca-Flaherty to J. Huckstep re IL-2 conjugate Alliance Medical Meeting (Atopic Dermatitis Strategy Phase 2b Asset Strategy and Propose CSFs)		Huckstep; Schmitz; Pfeifer; Ashrafzadeh; Kotzin; Murray; Ramseyer; Klekotka; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es). Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1185	1/6/2023	LLY01337106	LLY01337107	Kotzin email re KFAE protocol draft for review		Schmitz; Kotzin; Pfeifer; Fanton; Klekotka		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1186	1/6/2023	Nektar00000461396	Nektar00000461398	Email from C. DeLuca-Flaherty re Internal Pre-Medical Meeting (Lilly)		Zalevsky; Kotzin; Yu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1188	1/9/2023	Nektar00000656958	Nektar00000656959	Appointment invitation re Rezpeg Biostat Lilly and Nektar		Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1189	1/9/2023	Nektar00000656958	Nektar00000656959	Email from D. Yu re Rezpeg Biostat Lilly and Nektar		Liu; Yu; Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es)
Trial Exh 1191	1/10/2023	Nektar00000637446	Nektar00000637607	Email from Kotzin re Draft KFAE Protocol		Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1192	1/10/2023	Nektar00000101014	Nektar00000101014	Email from C. DeLuca-Flaherty re Internal Pre-Medical Meeting (Lilly) this afternoon: Topics		Zalevsky; Kotzin; Yu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1196	1/11/2023	LLY00866941	LLY00866942	Yu email to Manner re question on KFAE protocol		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1200	1/13/2023	LLY00780608	LLY00780608	Email from David Murray to Mitchell Stayer and Kathryn Ramseyer re: RE: Rezpeg Development Program Pivot Brainstorm to String of Pearls	Murray; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 1210	1/19/2023	Nektar00000461578	Nektar00000461580	Email from C. DeLuca-Flaherty re (INTERNAL) Nektar & Lilly JPT/JSC 1 Q23 Pre-wire Meeting		Kotzin; Zalevsky; Ruddock; Fanton; Franke; Liu		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar Witness(es); Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1212	1/23/2023	LLY00733798	LLY00733803	Email from Lance Pfeifer to Victoria T Dew, Rahul Malinowski re: PIC minutes for Rezpeg AtD phase 2b design approval	Pfeifer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1213	1/23/2023	LLY00867603	LLY00867605	Yu email re meeting minutes from Jan 23 2023 Rezpeg Biostat meeting with Lilly		Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1214	1/24/2023	LLY00865494	LLY00865494	Email from Kento Ueha to Ajay Nirula and Lance Pfeifer re:RE: Quick alignment on a Q&A	Nirula; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1215	1/24/2023	LLY00006185	LLY00006248	PowerPoint titled Lilly/Nektar NKTR-358 Alliance - Joint Product Team (JPT) Meeting, January 24, 2023	Ruddock; Zalevsky; Kotzin; Fanton; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1216	1/24/2023	LLY02258075	LLY02258143	NKTR-358 Alliance - Joint Product Team (JPT) Meeting Minutes, January 24, 2023	Ruddock; Zalevsky; Kotzin; Fanton; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz	Zalevsky; Kotzin; Ruddock; Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1217	1/24/2023	Nektar00000970153	Nektar00000970221	NKTR-358 Alliance Joint Product Team Minutes	Zalevsky; Ruddock; Kotzin; Fanton; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1218	1/24/2023	Nektar00000991348	Nektar00000991372	NKTR-358 Alliance Joint Steering Committee Minutes	Zalevsky; Kotzin; Ruddock; Nirula; Huckstep; Klekotka; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1219	1/24/2023	LLY00006178	LLY00006179	Nektar-Lilly JPT Final Agenda		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1220	1/24/2023	LLY00006180	LLY00006248	Nektar-Lilly JPT Meeting Minutes Final		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep; Ashrafzadeh; Manner; Murray; Schmitz		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1221	1/24/2023	LLY00006868	LLY00006869	Nektar-Lilly NKTR-358 JSC Agenda Final		Nirula; Ramseyer; Klekotka; Pfeifer; Huckstep		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1225	1/29/2023	LLY00979060	LLY00979061	Email from L. Pfeifer re Consolidated ISR Questions		Ramseyer; Schmitz; Ashrafzadeh; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1227	1/30/2023	LLY00488095	LLY00488250	Protocol J1P-MC-KFAE	Kotzin; Zalevsky; Nirula; Klekotka; Pfeifer; Ashrafzadeh; Huckstep; Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1228	1/30/2023	Nektar00000461399	Nektar00000461401	Email from C. DeLuca-Flaherty re Prep for 01FEB Lilly Medical Meeting		Zalevsky; Yu; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1234	1/31/2023	LLY00779668	LLY00779669	Email from Ashrafzadeh re Rezpeg medical meeting agenda: Wednesday, February 1st		Ashrafzadeh; Pfeifer; Klekotka; Schmitz; Ramseyer; Manner; Murray; Kotzin		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.
Trial Exh 1235	1/31/2023	Nektar00000012955	Nektar00000012957	Email from Ruddock re Q&A Document for REZPEG Data Read-out in SLE		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1236	1/31/2023	Nektar00000100966	Nektar00000100968	Email from D. Yu re 20230131: Prep for 01FEB		Zalevsky; Yu; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1237	2/1/2023	Nektar00000637907	Nektar00000637907	Slide Deck: Rezpeg SLE & AtD Market Research Final Report	Marais	Ruddock; Zalevsky; Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1240	2/6/2023	LLY02428497	LLY02428498	Microsoft Teams chat between Andy Wey and Ashrafzadeh regarding ISR collection of KFAJ	Ashrafzadeh; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1241	2/6/2023	Nektar00000462875	Nektar00000463006	Email from Cammy Deluca-Flaherty to John Rodermund re: 2022 JSC	Zalevsky; Kotzin; Nirula; Klekotka; Ramseyer; Pfeifer; Huckstep		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1242	2/7/2023	LLY00733812	LLY00733821	Email from Lance Pfeifer to Rahul Malinowski re: FW: KFAJ Waves of Disclosure	Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1243	2/7/2023	LLY00780198	LLY00780231	Email from Jennifer Ruddock to Jeremy Huckstep, Lance Pfeifer, and others re: NKTR - Rezpeg Lupus Data PRs and QA DOCUMENT	Ruddock; Huckstep; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1244	2/8/2023	LLY01355808	LLY01355814	Email from J. Huckstep re Rezpegaldesleukin Program Annual Budget (response requested by Friday, Feb 10th) and IDP Memo Update		Nirula; Ramseyer; Ruddock; Zalevsky; Kotzin; Huckstep		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1246	2/9/2023	LLY01308731	LLY01308732	Email from David Murray to Michael Andrew Johnson re: FW: Rezpegaldesleukin: Upcoming Phase 2b SLE readout	Murray; Pfeifer; Ramseyer; Manner; Ashrafzadeh; Schmitz; Klekotka; Huckstep; Nirula; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1247	2/9/2023	LLY02428592	LLY02428592	Teams chat between Carsten Schmitz and Youna Zhao	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1248	2/9/2023	LLY00978975	LLY00978975	Email from Carsten Schmitz to Paul Klekotka, Ali Ashrafzadeh, and others re: KFAD ISR data - discussion with KFAD top enroller Dr Steve Schleicher	Klekotka; Ashrafzadeh; Pfeifer; Ramseyer; Murray; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 1249	2/9/2023	LLY01317187	LLY01317188	Email from Carsten Schmitz to Lance Pfeifer RE: Rezpegaldesleukin: Upcoming Phase 2b SLE readout	Schmitz; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1251	2/10/2023	Nektar00000058346	Nektar00000058346	Email from Cammy DeLuca-Flaherty to Jonathan Zalevsky re: KFAJ SAP	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1257	2/13/2023	LLY02475058	LLY02475059	Email from Andy Wey to Shanthi Sethuraman, Omolara Rashidat Adetunji, and others re: KFAJ PO DBL: Topline Results	Pfeifer; Klekotka; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1259	2/14/2023	LLY02042359	LLY02042359	Email from Lance Pfeifer to Andy Wey, David Manner, and Kathryn Ramseyer re: What you have to believe: rezpeg SLE	Pfeifer; Manner; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1262	2/16/2023	LLY01068180	LLY01068226	PowerPoint titled Rezpegaldesleukin Board of Directors Meeting	Pfeifer; Klekotka; Ramseyer; Ashrafzadeh; Murray; Huckstep; Manner; Jonsson; Nirula; Skovronsky; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1263	2/16/2023	LLY01309017	LLY01309018	Email from Peter McDonald Morrow to Danny Wood, Paul Klekotka, and others re: Rezpeg labeling risk update	Pfeifer; Klekotka; Ramseyer; Ashrafzadeh; Murray; Huckstep; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1264	2/17/2023	Nektar00001336476	Nektar00001336477	Email from Vanessa Rivas to Multiple Recipients re: FW: KFAJ PO DBL Topline Readout_nektar.pptx	Robbins; Robin; Kotzin; Tagliaferri Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1265	2/17/2023	Nektar00000301169	Nektar00000301170	Email from Jonathan Zalevsky to Jennifer Ruddock re: KFAJ PO DBL Topline Readout_nektar.pptx	Zalevsky; Kotzin; Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1266	2/17/2023	LLY01937227	LLY01937293	KFAJ PO DBL Topline Readout bod with backup	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1269	2/20/2023	LLY01329016	LLY01329019	Email from Cammy Deluca-Flaherty to Jeremy Huckstep and Jennifer Ruddock re: [EXTERNAL] Draft Minutes Ad Hoc JSC Meeting 20FEB23	Kotzin; Zalevsky; Ruddock; Robin; Huckstep; Nirula; Klekotka; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1270	2/20/2023	LLY00895134	LLY00895138	Email from K. Ramseyer re KFAJ Topline TFLs		Zalevsky; Nirula; Kotzin; Ramseyer; Huckstep; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1278	2/22/2023	LLY01329806	LLY01329807	Email from D. Manner to J. Zalevsky and B. Kotzin re KFAJ: SRI-4 Per Protocol		Zalevsky; Nirula; Kotzin; Ramseyer; Huckstep; Manner		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1279	2/22/2023	Nektar00000875572	Nektar00000875573	Email from M. Tagliaferri re Important Protocol Deviations		Tagliaferri; Kotzin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
Trial Exh 1280	2/22/2023	Nektar00001371464	Nektar00001371482	Email from J. Ruddock Re Draft Investor Call script		Ruddock; Robin; Zalevsky; Tagliaferri; Kotzin; Wilson		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of Named Nektar witnesses

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1286	2/23/2023	Nektar0000008353	Nektar0000008356	Email from Jeremy Huckstep to Jennifer Ruddock, Jonathan Zalevsky, and others re: Re: [EXTERNAL] Q&A DOCUMENT - P2 REZPEG DATA (FOR LILLY REVIEW)	Huckstep; Ruddock; Kotzin; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; rebut Lilly's counterclaim	
Trial Exh 1287	2/23/2023	Nektar00000233787	Nektar00000233800	Email from Jennifer Ruddock to Brian Kotzin re: Fwd: New Slides and Script Update	Kotzin; Zalevsky; Ruddock	Ruddock; Kotzin; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1288	2/23/2023	N/A		Nektar Therapeutics Announces Phase 2 Topline Data for Rezpegaldesleukin in Patients with Systemic Lupus Erythematosus Press Release		Robin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1289	2/23/2023	N/A	N/A	PRNewswire Nektar Therapeutics Announces Phase 2 Topline Data for Rezpegaldesleukin in Patients with Systemic Lupus Erythematosus		Kotzin; Zalevsky; Ruddock; Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1290	2/23/2023	Nektar0000008339	Nektar0000008352	Email from J. Ruddock re: P2 Rezpeg Data		Ruddock; Tagliaferri; Zalevsky; Kotzin		Relevant to the jury's understanding of termination, a key issue relevant to parties' claims and defenses.
Trial Exh 1293	2/24/2023	Nektar0000008334	Nektar0000008334	Rivas email re KFAJ study results		Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1294	2/24/2023	Nektar00000875439	Nektar00000875440	Email from M. Tagliaferri re Clinical Development Update for NKTR-225 Studies 02 and 03		Tagliaferri; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1298	2/28/2023	Nektar00000604264	Nektar00000604269	Email from Jonathan Zalevsky to Charleen Jue and Mary Tagliaferro re: Re: Cost Estimates for Potential New Trials with Rezpeg	Tagliaferri; Zalevsky; Charleen Jue	Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1299	2/28/2023	LLY01329692	LLY01329694	Email from Carsten Schmitz to Kathryn Ramseyer, Paul Klekotka, Lance Pfeifer re: RE: AtD phase 2b KFAE-Action needed	Schmitz; Ramseyer; Klekotka; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1300	2/28/2023	Nektar00000609085	Nektar00000609092	Email from C. Jue to Jeffrey Wood re: Cost Estimates for Potential New Trials with Rezpeg		Jue		Relevant to the jury's understanding of termination, a key issue relevant to parties' claims and defenses.
Trial Exh 1301	3/1/2023	Nektar00000874614	Nektar00000874615	Email from Kotzin re Actions and Items		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1302	3/1/2023	Nektar00000878105	Nektar00000878106	Email from J. Zalevsky re Actions and Items		Zalevsky; Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1305	3/2/2023	LLY01308790	LLY01308792	Email from Kathryn Ramseyer to Patrik Jonsson, Ajay Nirula, and others re: Minutes of 21Feb2023 ImBU/LRL Discussion re: rezpeg in atopic dermatitis	Jonsson; Pfeifer; Klekotka; Ramseyer; Manner; Huckstep; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

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Trial Exh 1306	3/2/2023	Nektar00000778924	Nektar00000778938	Email from Jill Thomsen to Lorin Sasaki re: FW: Newbirth Preliminary Honey & Hazel Relative Valuations	Sasaki; Robbins; Rao	Robin; Ruddock; Zalevsky	Proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1307	3/3/2023	LLY01309210	LLY01309211	Email from Patrik Jonsson to Kathryn Ramseyer re: Re: Minutes of 21Feb2023 ImBU/LRL Discussion re: rezpeg in atopic dermatitis	Jonsson; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1312	3/6/2023	LLY00108232	LLY00108237	Email from Ajay Nirula to Jeremy Huckstep and Kathryn Ramseyer re: RE: Rezpeg ad-hoc JSC meeting minutes (for review)	Kotzin; Ramseyer; Nirula; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1320	3/13/2023	LLY01309669	LLY01309754	Master Protocol J4E-MC-IMMB(a) ISA: J4E-MC-FR01(a) CD200R Phase 2 atopic dermatitis	Nirula; Klekotka; Pfeifer; Ashrafzadeh; Taylor; Skovronsky; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1321	3/13/2023	Nektar00000637905	Nektar00000638063	Email from Vivian Wu to Jennifer Ruddock, Jonathan Zalevsky and Brian Kotzin re: AtD Market Research Results: Internal Debrief	Kotzin; Ruddock; Zalevsky	Ruddock; Zalevsky; Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1322	3/13/2023	Nektar00000648611	Nektar00000648770	Appointment invitation from Tagliaferri re AtD Protocol Review		Zalevsky; Kotzin;		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1323	3/13/2023	Nektar00000867505	Nektar00000867664	AtD Protocol Review meeting invitation with draft protocol		Kotzin; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1324	3/13/2023	Nektar00000873677	Nektar00000873835	Email from B. Kotzin re Draft KFAE Protocol		Kotzin; Tagliaferri; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1326	3/16/2023	Nektar00000737254	Nektar00000737288	Email exchange between A. Jayanthi and J. Thomsen re Project Newbirth - materials		Robin; Ruddock; Marais		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es); Rebut and defend against Nektar allegations of damages or other harm.
Trial Exh 1327	3/20/2023	Nektar00000740733	Nektar00000740734	Email from Ruddock to Wilson re Timeline Events		Robin; Ruddock		Cross examination of the named Nektar witness(es).
Trial Exh 1336	3/23/2023	LLY02435997	LLY02435997	Text Messages - Ajay Nirula ; Daniel Skovronsky	Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1337	3/23/2023	LLY02428362	LLY02428362	Teams chat between Ana Paula Accioly and Ali Ashrafzadeh	Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1338	3/23/2023	Nektar00000871642	Nektar00000871643	Email from Jennifer Ruddock to Mary Tagliaferri re: CRA MARKET RESEARCH SUMMARY FOR REZPEG 3.23.pptx	Zalevsky; Ruddock; Kotzin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1339	3/23/2023	Nektar00000147682	Nektar00000147689	Email from Chaudhry re Notes from KOL discussion		Kotzin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1340	3/23/2023	Nektar00000290130	Nektar00000290140	Email from Y. Tat re Slides		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es); Relevant to License Agreement terms and/or compliance.
Trial Exh 1343	3/24/2023	LLY01103864	LLY01103923	J1P-MC-KFAH Clinical Study Synopsis Report	Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1344	3/25/2023	LLY02428375	LLY02428378	Teams chat between Shiven Kapur and Ali Ashrafzadeh	Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1346	3/27/2023	Nektar00000322754	Nektar00000322967	Email from Jennifer Ruddock to Sean Grant re: Follow-up	Zalevsky, Kotzin, Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1349	4/1/2023	Nektar00001370622	Nektar00001370624	Email from Robin to Wilson re REZPEG		Robin; Ruddock; Skovronsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1351	4/4/2023	LLY01189685	LLY01189687	Email from Robin re Rezpeg		Skovronsky; Robin; Nirula; Zalevsky		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)
Trial Exh 1352	4/4/2023	Nektar00000871423	Nektar00000871425	Email from D. Skovronsky to H. Robin re REZPEG		Skovronsky; Robin; Zalevsky; Nirula		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of termination, a key issue relevant to parties' claims and defenses.
Trial Exh 1354	4/14/2023	Nektar00000871002	Nektar00000871006	Email from Ruddock re Follow-up from Nektar on REZPEG agreement		Ruddock; Zalevsky; Huckstep		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1359	4/20/2023	Nektar00000870935	Nektar00000870938	Email from Ruddock re Nektar Press Release on Corporate Restructuring		Robin; Ruddock; Zalevsky; Huckstep		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1361	4/21/2023	Nektar00000100409	Nektar00000100451	Email from Jennifer Ruddock to Chowrira Bharatt, Howard Robin, and others re: RE: REZPEG atopic dermatitis (2:30pm ET)	Zalevsky; Ruddock; Kotzin; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1362	4/23/2023	LLY01291497	LLY01291498	Email from Jennifer Garrard to Mark Wilson re: Nektar Notice of Termination 4.23.23 signed.pdf	Nirula; Robin		Agreement termination	
Trial Exh 1363	4/23/2023	LLY01291351	LLY01291352	Email from Gerrard re Notice pursuant to License Agreement		Nirula		Relevant to License Agreement terms and/or compliance; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.



Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1366	4/26/2023	Nektar00000013151	Nektar00000013152	Email from J. Ruddock to V. Wu re Nektar Therapeutics Announces it will Regain Full Rights to REZPEG		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1372	4/27/2023	N/A		Nektar Therapeutics 8-k		Robin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1373	4/27/2023	N/A		Nektar Therapeutics Announces It Will Regain Full Rights to Rezpegaldesleukin, a Novel, First-in-Class Selective Regulatory T-cell Therapy in Clinical Development		Robin; Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1374	4/27/2023	Nektar00000734985	Nektar00000734987	Email from V. Wu re Nektar Therapeutics Announces it with Regain Full Rights to REZPEG		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1375	4/27/2023	Nektar00000734990	Nektar00000734992	Email from V. Wu to J. Ruddock re Nektar Therapeutics Announces it will Regain Full Rights to REZPEG		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1378	4/30/2023	Nektar00000300409	Nektar00000300418	Email from DocuSign System to Jonathan Zalevsky re: [EXTERNAL] Completed: Complete with DocuSign: Att 1 Q1'23 Review of EC Performance Grant Triggers	Zalevsky; Robbins; Kotzin; Ruddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1379	4/30/2023	Nektar00000300409	Nektar00000300418	DocuSign Email re Att 1 Q1 '23 Review of EC Performance Grant Triggers	Jonathan Zalevsky; Mark Robbins; Brian Kotzin; Jennifer Ruddock; Mohan Rao	Zalevsky	Proof of damages caused by Lilly's breaches	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1381	5/2/2023	Nektar00000100406	Nektar00000100407	Franke email re Preliminary 358 CMC plan KF 02MAY2023		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1382	5/3/2023	LLY01200257	LLY01200321	Development Safety Update Report 2023	Klekotka; Murray; Pfeifer; Nirula; Ramseyer; Schmitz; Skovronsky; Zalevsky; Kotzin		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1386	5/5/2023	LLY00719683	LLY00719686	Email from Heng Zou to David Manner re: Re: [EXTERNAL] CSR for KFAD - Urgent Request	Zou; Huckstep; Zalevsky; Ruddock; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1387	5/5/2023	Nektar00000657834	Nektar00000657836	Email from Robin re Getting together the week of the 8th		Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1396	5/22/2023	LLY00900059	LLY00900060	Email from Jeremy Huckstep to Linden Ann Green re: FW: [EXTERNAL] Question about EASI Score Calculations in KFAD	Zalevsky; Schmitz; Manner; Zou; Huckstep	Huckstep; Schmitz; Manner; Zou; Zalevsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1397	5/22/2023	LLY02395754	LLY02396012	LY3471851 KFAL 04 CSR synopsis and body	Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1400	5/23/2023	LLY00902890	LLY00902891	Email from Carsten Schmitz to Heng Zou, David Manner re: RE: [EXTERNAL] Question about EASI Score Calculations in KFAD	Zou; Schmitz; Manner; Zalevsky; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1401	5/23/2023	LLY00906546	LLY00906547	Email from Carsten Schmitz to Paul Klekotka re: Re: [EXTERNAL] Question about EASI Score Calculations in KFAD	Schmitz; Klekotka; Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1402	5/23/2023	LLY00902597	LLY00902598	Email from David Manner to Carsten Schmitz, Heng Zou re: RE: [EXTERNAL] Question about EASI Score Calculations in KFAD	ICON (Rylance); Zou; Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1405	5/24/2023	LLY00719671	LLY00719671	Email from David Manner to Janelle Shannon Erickson re: Another Issue	Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1407	5/25/2023	LLY02221513	LLY02221524	Email from Heng Zou to Tiffany Williamson re: Re: [EXTERNAL] KFAD - Client's new/update-requests	ICON (Rylance); Zou; Schmitz; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1414	6/2/2023	LLY00900061	LLY00900071	Email from G. Mueller re Introduction		Franke; Fanton; Huckstep; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar Witness(es)
Trial Exh 1416	6/5/2023	Nektar00000739917	Nektar00000739920	Email from Ruddock re Project Newbirth - Nektar & JPM - Weekly Sync		Robin; Ruddock; Zalevsky; Marais		Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witness(es).
Trial Exh 1417	6/5/2023	Nektar00000739921	Nektar00000739927	Project Newbirth Discussion Materials slides		Robin; Ruddock; Zalevsky; Marais		Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witness(es).
Trial Exh 1419	6/7/2023	LLY01428782	LLY01428782	Listing of Demographics Modified Intent to Treat J1P-MC-KFAJ	Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1420	6/7/2023	Nektar00000734657	Nektar00000734661	Email from Taylor re Nektar follow-up notes		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1427	6/21/2023	LLY00903521	LLY00903529	Email from David Manner to Janelle Shannon Erickson, Rosalind Thompon re: RE: Action Required: RE: Issue on IL-2 KFAD study	Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1428	6/21/2023	LLY00720052	LLY00720054	Email from Carsten Schmitz to David Manner re: RE: [EXTERNAL] Question about EASI Score Calculations in KFAD	Manner; Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1429	6/21/2023	LLY00903527	LLY00903529	Deviation Data Gathering Editable Form (attachment to LLY00903521)	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1430	6/21/2023	Nektar00000870039	Nektar00000870138	Chaudhry email re Phase 2b AtD Study Medication Administration		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1432	6/23/2023	Nektar00000605951	Nektar00000605952	Email from C. Jue re Phase 2b Rezpeg Study Administration Feasibility Question		Jue; Tagliaferri; Zalevsky; Franke; Fanton		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).

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Trial Exh 1434	6/27/2023	LLY00895199	LLY00895201	C. Fanton email attaching Nektar response letter re TMF Transfer		Huckstep; Pfeifer		Relevant to collaboration development decisions to defend against Nektar's breach of contract claims
Trial Exh 1437	6/28/2023	LLY00902876	LLY00902877	Email from David Manner to Carsten Schmitz re: RE: KFAD EASI issue	Manner; Schmitz; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1438	6/28/2023	Nektar00000869823	Nektar00000869825	Email from Mary Tagliaferri to multiple recipients re: RE: Rezpeg AtD and SLE Qual & Quant Market Research and TPPs	Tagliaferri; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1440	7/12/2023	LLY02258224	LLY02258281	LY3471851 KFAN 04 Draft CSR synopsis and body for Nektar	Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	
Trial Exh 1447	7/17/2023	Nektar00000751308	Nektar00000751392	License Agreement - Execution Version	Zalevsky; Kotzin; Robin; Ruddock; Rao; Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches; background	
Trial Exh 1449	7/19/2023	Nektar00001331138	Nektar00001331143	NKTR-358 REZPEG Program Team Agenda & Minutes Final		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1451	7/31/2023	LLY00903608	LLY00903617	Email from David Manner to Rosalind Thompson re: RE: Action Required: RE: Issue on IL-2 KFAD study	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1452	7/31/2023	LLY00903619	LLY00903620	Email Thread re Action Required: RE: Issue on IL-2 KFAD study		Manner, Marais		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1463	8/7/2023	LLY02221248	LLY02221249	Email from Heng Zou to David Manner re: Re: [EXTERNAL] Question about PASI Score Calculations in KFAC	Zou; Manner; Fanton; Huckstep; Klekotka; Zalevsky; Danni Yu		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1464	8/7/2023	LLY02218630	LLY02218639	Email from Rosalind R Thompson to David Manner re: RE: Action Required: RE: Issue on IL-2 KFAD study	Manner; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1465	8/7/2023	LLY02454092	LLY02454092	Email from Jeremy Huckstep to Adrienne S. Brown, Lawanda S. Rutledge-Gordon re: FW: Nektar Press Release on Corrected EADV Data	Manner; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1466	8/7/2023	N/A		Nektar Press Release re Nektar Announces Promising New and Corrected Rezpegaldesleukin Efficacy Data Which Were Previously Reported in 2022 and Incorrecting Calculated by Former Collaborator Eli Lilly & Company		Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1475	8/10/2023	Nektar00001222079	Nektar00001222079	What to Expect with ISRs		Mostaghimi; Krueger; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1477	8/15/2023	Nektar00000091188	Nektar00000091400	Email from Christie Fanton to Jennifer Ruddock re: RE: Final CSR from Lilly	Zalevsky; Ruddock; Kotzin; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1482	9/12/2023	Nektar00000877106	Nektar00000877114	Email from Zalevsky re KFAJ		Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1490	10/9/2023			Article titled "Harmonizing the collection of solicited adverse events in prophylactic vaccine clinical trials"	Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1492	10/12/2023	LLY02466978	LLY02467054	PowerPoint titled BTLA Board of Directors Meeting	Nirula; Skovronsky; Jonsson; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1494	10/24/2023	Nektar00000741955	Nektar00000741975	Email from Ruddock re Debrief on Pilot Interviews for SLE & AtD HCP and Patient Qual Research		Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1496	10/30/2023	Nektar00000323358	Nektar00000323366	Email from DocuSign System to Jennifer Ruddock re: [EXTERNAL] Completed: Complete with DocuSign: Att 1 Q1'23 Review of EC Performance Grant Triggers	Zalevsky; Ruddock; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1504	12/8/2023	LLY02427447	LLY02427460	PowerPoint titled GITR Antagonist (LY3844583) Termination of AtD Indication	Robbins; Nirula; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1505	12/11/2023			Nektar Responses to ROG Set 1	Zalevsky; Tagliaferri; Ruddock; Kotzin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	
Trial Exh 1507	1/5/2024			Plaintiff Nektar Therapeutics' Objections and Responses to Defendant Eli Lilly & Co's First Set of Interrogatories (Nos. 1 - 14) and Verification	Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1508	1/5/2024	N/A		Nektar's Objections and Responses to Lilly's First Set of ROGS Nos. 1-14		Ruddock; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1511	1/19/2024	LLY02472181	LLY02472192	Third Party Management SOP		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
Trial Exh 1513	1/30/2024	LLY02472209	LLY02472229	Global Statistical Sciences SOP		Manner		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.
Trial Exh 1518	3/1/2024	LLY02474882	LLY02474882	Clinical Study Report Synopsis LY3844583 GITR Agonist Phase 1	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1519	3/1/2024	LLY02474882	LLY02474882	GITR Antagonist Antibody - Phase 1 Atopic Dermatitis - CSR Synopsis	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

Ex. No.	Date	Begin Bates	End Bates	Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Nektar Exhibit Purpose	Lilly Exhibit Purpose
Trial Exh 1528	4/1/2024	LLY02474870	LLY02474870	Anti-BTLA Agonist/Venanprubart - Phase 2 Lupus - CSR	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1529	4/2/2024	Nektar00001214909	Nektar00001214919	Nektar's Response to FDA Request for Information Received 02 April 2024		Mostaghimi; Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1533	5/1/2024			Benlysta FDA Label	Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1534	6/5/2024	N/A		Nektar Therapeutics Annual Shareholders Meeting - Final		Robin; Zalevsky; Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).
Trial Exh 1536	6/10/2024	N/A		Nektar Therapeutics Company Conference Presentation		Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1540	7/10/2024	Nektar00001103761	Nektar00001103761	Rezpeg Investigator's Brochure Version 9	Zalevsky; Kotzin; Ruddock; Tagliaferri; Fanton; Robbins; Rao	Zalvesky; Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.
Trial Exh 1543	7/27/2024	Nektar00001316161	Nektar00001316168	Clinical Study Report for J1P-MC-KFAJ	Zalevsky; Kotzin; Ruddock; Tagliaferri; Fanton		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1544	7/27/2024	Nektar00001316366	Nektar00001316533	Clinical Study Report for J1P-MC-KFAJ	Zalevsky; Kotzin; Ruddock; Tagliaferri; Fanton; Mostaghimi; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1550	8/21/2024	LLY02468632	LLY02468632	PowerPoint titled Ucenprubart Board of Directors	Robbins; Mostaghimi; Nirula; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1553	9/1/2024	Nektar00001316536	Nektar00001316536	September 2024 LifeSci Consulting Deck, "Rezpeg: Atopic Dermatitis Commercial Opportunity Assessment"		Buthusiem; Krueger		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; rebut and defend against Nektar allegations of damages or other harm.
Trial Exh 1558	9/18/2024	Nektar00000962228	Nektar00000962435	Nektar BoD Meeting Agenda		Zalevsky; Ruddock; Robin		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).
Trial Exh 1563	10/25/2024			Article titled the regulatory T cell-selective interleukin-2 receptor agonist rezpegaldesleukin in the treatment of inflammatory skin diseases; two randomized, double-blind, placebocontrolled phase 1b trials	Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1574	12/18/2024			30(b)(6) Deposition Binder	Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	
Trial Exh 1575	12/20/2024			LinkedIn Profile of Carsten Schmitz	Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	

[illegible]

# EXHIBIT B

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0003	1/1/2002			Article titled On the ethical aspects of the testimony of statisticians in court		Marais		Damages; Witness credibility	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to witness credibility; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exceptions under Rules 803/807; admissible under Rules 702/703.		
Trial Exh 0004	1/27/2006	N/A			Nektar Press Release - Pfizer Receives FDA Approval for Exubeta, the First Inhalable Form of Insulin for Controlling Type 1 and Type 2 Diabetes in Adults		Robbins	Relevant to jury understanding of Nektar's business and assets, a key issue relevant to parties' claims and defenses; cross-examination of Nektar expert witness.			403; Relevance (401/402); MLL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to Lilly's defenses, to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0006	10/19/2007	N/A			Weak Sales Prompt Pfizer to Cancel Diabetes Drug - The New York Times		Robbins	Relevant to jury understanding of Nektar's business and assets, a key issue relevant to parties' claims and defenses; cross-examination of Nektar expert witness.			403; Relevance (401/402); MLL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to Lilly's defenses, to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0007	1/15/2009			Case No. 2:09-cr-00020; USDC Eastern District of Pennsylvania; USA v Lilly - Information		Skovrosky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403); and inadmissible under 404 and 609. This is a court document regarding a 2009 conviction with no probative value because it is not relevant to Rezep or any material fact in the litigation. See <i>Simpson v. Thomas</i> , 528 F.3d 685, 690 (9th Cir. 2008) ("convictions over 10 years old will be admitted very rarely and only in exceptional circumstances [when] the probative value of conviction substantially outweighs the prejudicial effect"). The Court should independently exclude this evidence under Rules 401, 403, and 404 because it has no "tendency" to make any material fact "more or less probable," introduces significant "danger of confusing the issues, wasting time, and misleading the jury" without any probative value, and it is impermissible character evidence that does not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident." <i>Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.</i> , 2011 WL 7710202, at *1 (C.D. Cal. Nov. 10, 2011).	Relevant background, character, and rebuttal impeachment evidence; foundation will be established at trial; Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609. See <i>Rubalcava v. City of San Jose</i> , 2024 WL 2031641, at *5 (N.D. Cal. May 6, 2024) (denying motion in limine to exclude prior bad acts evidence, and allowing objections to be made to such evidence at trial depending on use).		
Trial Exh 0008	1/30/2009			Case No. 2:09-cr-00020; USDC Eastern District of Pennsylvania; USA v Lilly - Judgment & Order		Skovrosky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403); and inadmissible under 404 and 609. This is a court document regarding a 2009 conviction with no probative value because it is not relevant to Rezep or any material fact in the litigation. See <i>Simpson v. Thomas</i> , 528 F.3d 685, 690 (9th Cir. 2008) ("convictions over 10 years old will be admitted very rarely and only in exceptional circumstances [when] the probative value of conviction substantially outweighs the prejudicial effect"). The Court should independently exclude this evidence under Rules 401, 403, and 404 because it has no "tendency" to make any material fact "more or less probable," introduces significant "danger of confusing the issues, wasting time, and misleading the jury" without any probative value, and it is impermissible character evidence that does not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident." <i>Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.</i> , 2011 WL 7710202, at *1 (C.D. Cal. Nov. 10, 2011).	Relevant background, character, and rebuttal impeachment evidence; foundation will be established at trial; Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609. See <i>Rubalcava v. City of San Jose</i> , 2024 WL 2031641, at *5 (N.D. Cal. May 6, 2024) (denying motion in limine to exclude prior bad acts evidence, and allowing objections to be made to such evidence at trial depending on use).		
Trial Exh 0009	1/30/2009			Case No. 2:09-cr-00020; USDC Eastern District of Pennsylvania; USA v Lilly - Judgment & Order		Skovrosky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403); and inadmissible under 404 and 609. This is a court document regarding a 2009 conviction with no probative value because it is not relevant to Rezep or any material fact in the litigation. See <i>Simpson v. Thomas</i> , 528 F.3d 685, 690 (9th Cir. 2008) ("convictions over 10 years old will be admitted very rarely and only in exceptional circumstances [when] the probative value of conviction substantially outweighs the prejudicial effect"). The Court should independently exclude this evidence under Rules 401, 403, and 404 because it has no "tendency" to make any material fact "more or less probable," introduces significant "danger of confusing the issues, wasting time, and misleading the jury" without any probative value, and it is impermissible character evidence that does not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident." <i>Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.</i> , 2011 WL 7710202, at *1 (C.D. Cal. Nov. 10, 2011).	Relevant background, character, and rebuttal impeachment evidence; foundation will be established at trial; Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609. See <i>Rubalcava v. City of San Jose</i> , 2024 WL 2031641, at *5 (N.D. Cal. May 6, 2024) (denying motion in limine to exclude prior bad acts evidence, and allowing objections to be made to such evidence at trial depending on use).		
Trial Exh 0010	5/21/2011			U.S. Patent No. 7,947,261		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezep; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0011	10/1/2011			Food and Drug Administration, "Guidance for Industry: Warnings and Precautions, Contraindications, and Boxed Warning Sections of Labeling for Human Prescription Drug and Biological Products --- Content and Format," October 2011, available at <a href="https://www.fda.gov/media/71866/download">https://www.fda.gov/media/71866/download</a> . U.S.		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezep and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation will be established at trial.		



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
						Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge; hearsay; subject to MLL.	Relevant to Lilly's credibility and CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0012	7/1/2012			Proleskin FDA Label		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0013	8/28/2012			U.S. Patent No. 8,252,275		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0014	5/7/2013			U.S. Patent No. 8,435,505				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0015	10/23/2013	LLY02473481	LLY02473588		HB-MC-BCTDS(b) Clinical Protocol	Zalesky	Other Nektar Witness	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0019	1/21/2014			U.S. Patent No. 8,633,277		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0020	4/22/2014			U.S. Patent No. 8,703,115		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
		LLY02465685	LLY02468772			Nirula; Skovronsky; Jansson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Redger Taylor; Lancaster; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge; subject to MLL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0021	10/2/2014			PowerPoint titled Tabalumab Town Hall		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0022	12/16/2014			U.S. Patent No. 8,911,718		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
		LLY01286730	LLY01286789			Nirula; Ramseyer; Schmitz; Pfeifer; Klokoska; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0023	4/3/2015			Investigator's Brochure for Iscixizumab (Taltz)		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0024	6/2/2015			U.S. Patent No. 9,044,516		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0025	7/28/2015			U.S. Patent No. 9,090,740		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
		LLY00129449	LLY00129489			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant; subject to MLL.	Admissible under Rules 702/703; foundation will be established at trial; relevant background and to Lilly's development of Rezpeg and comparable drugs; Nektar opposes MLL.		
Trial Exh 0026	1/28/2016			Treatment and Phase 3 Clinical Trials for Systemic Lupus Erythematosus (SLE) Presentation		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MLL; not relevant.	Relevant to witness credibility; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0027	2/28/2016			Article titled Gemtecth Provides Update on Two Identical Phase III Studies of Lebrikizumab in People with Severe Asthma		Nirula; Ramseyer; Schmitz; Pfeifer; Klokoska; Krueger		Proof of Lilly's liability for breach of contract; witness credibility	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to witness credibility; not subject to MLL; Nektar opposes MLL; admissible under Rules 702/703.		
				Article titled Tofacitinib, an oral Janus kinase inhibitor, for the treatment of chronic plaque psoriasis: Long-term efficacy and safety results from 2 randomized phase-III studies and 1 open-label long-term extension study		Krueger		Witness credibility	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to witness credibility; not subject to MLL; Nektar opposes MLL; admissible under Rules 702/703.		
Trial Exh 0029	5/1/2016											
		LLY01281529	LLY01281607			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; subject to MLL.	Relevant to Lilly's development of Rezpeg and comparable drugs; Nektar opposes MLL.		
Trial Exh 0030	6/24/2016			Protocol HVMC-JAHG(d)		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0031	7/5/2016			U.S. Patent No. 9,381,254		Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
						Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0032	7/26/2016			U.S. Patent No. 9,399,070		Lisa Decker; Zalesky; Kotzin; Robbins		Proof of Lilly's liability for breach of contract; proof of damages caused by Lilly's breaches	Not relevant; no foundation / personal knowledge; hearsay.	Foundation and knowledge will be established at trial; relevant to damages; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703.		
		Nektar00000417658	Nektar00000417665									
Trial Exh 0033	11/3/2016			Email from Kimberly Ferguson to Lisa Decker re: NKTR-358 info				Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witnesses).				
Trial Exh 0036	11/28/2016	Nektar00000169944	Nektar00000169944		Calendar invite re NKTR-358 partnering strategy		Robin				Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0040	12/13/2016	Nektar00000902968 Nektar00001094955	Nektar00000902971 Nektar00001095067		Fanton email re slide for non-clinical pharmacology folder	Zalesky; Kotzin; Raddock; Tagliaferri; Fanton; Robbins; Mostaghimi	Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es).	Not relevant.	Relevant background and relevant to Nektar's pre-License Agreement expectations.	Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0041	12/23/2016	LLY01280009	LLY01280081	Pre-IND Meeting Information Package		Nirula; Ramseyer; Schmitz; Pfeister; Klekotka; Skovronsky; Knaeger		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; background	Not relevant; subject to MLI; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezep; and comparative drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0042	1/12/2017	Nektar00000434937	Nektar00000434938	Investigator's Brochure for Baricitinib		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; foundation.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to Lilly's CRE obligation and development of Rezep; foundation will be established at trial.		
Trial Exh 0047	1/27/2017	LLY02315260	LLY02315297	Email from Lisa Decker to John Nicholson re: RE: Development Plans		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant.	Relevant background.		
Trial Exh 0049	2/9/2017	Nektar00000436566	Nektar00000436567	20170210 Hummingbird EISC review DRAFT 2		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Foundation; hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0051	2/15/2017	Nektar00000657066	Nektar00000657066	Email from Lisa Decker to Steve Doherty re: RE: NKTR-358/359 planning		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0053	2/17/2017			Email from Howard Robin to Multiple Recipients re: Nektar Update								
Trial Exh 0054	2/24/2017	LLY02368146	LLY02368207		Email from D. Murray to M. Blakely re Presentation Update		Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; relevant to Lilly's efforts, expertise, and resources to develop Rezep or other relevant drugs relevant under the License Agreement standard.			Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).	
Trial Exh 0056	2/27/2017	LLY02419028	LLY02419125		Nektar Therapeutics - Eli Lilly and Company Collaboration Discussion		Kutolski; Nirula	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es); relevant to collaboration partnership and Rezep background.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0057	3/2/2017	LLY02356898	LLY02357000		Email from Wasserman re Hummingbird visit update		Nirula	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0059	3/7/2017	LLY02447839 LLY02475065	LLY02447844 LLY02475065		Email from Klekotka re Project Hummingbird - Initial Impressions Summary		Klekotka	Relevant to collaboration partnership and Rezep background.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0060	3/21/2017	Nektar0000002426	Nektar0000002431		Forecast titled Hummingbird 3 21 2017 Forecast			Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezep; and damages; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0061	3/23/2017			Email from Thomas Haberberger to Juan Gergel, Tagliaferri, and others re: NKTR-358 additional FDA comments		Zalesky; Kotzin; Robin; Raddock; Tagliaferri		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; background	Not relevant; no foundation / personal knowledge.	Relevant background and to Nektar's pre-License Agreement expectations; foundation and knowledge will be established at trial.		
Trial Exh 0064	4/12/2017	LLY02329657	LLY02329791		Email from L. Pfeister re Portfolio Review Deck		Skovronsky; Pfeister; Robbins	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; Relevant to Lilly's efforts, expertise, and resources to develop Rezep or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Relevant to Lilly's defenses, to rebut Nektar's claim, and to CRE.
Trial Exh 0068	5/26/2017	Nektar00000749485	Nektar00000749490		Laboucherie email attaching Project Merlot Draft Term Sheet		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rule 401, 402).
Trial Exh 0070	5/28/2017	LLY00734709	LLY00734880		Email from Lorin Sasaki to Jill Thomsen re: Merlot Update	Sasaki; Robin; Raddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge; not relevant.	Relevant to damages and Nektar's expectations; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 0071	5/30/2017	LLY00914354	LLY00914358		Email from Heather Wasserman to Thomas Bunnell re: HB papers		Evans	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLI; no foundation / personal knowledge.	Relevant to Lilly's credibility, CRE obligation, and development of Rezep; not subject to MLI; Nektar opposes MLI; foundation and knowledge will be established at trial.		
Trial Exh 0077	6/16/2017	LLY00828023	LLY00828039		Email from Janice Evans to Multiple Recipients re: RE: HUMMINGBIRD - Input on Stage 2 Diligence Summary **Need by EOBB Friday**		Evans; Klekotka	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant.	Relevant to Lilly's credibility, CRE obligation, and development of Rezep.		
Trial Exh 0078	6/20/2017				Email from David Kutolski to Darren John Carroll re: Updated Board materials	Marasz; David Kutolski; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Cumulative or duplicative.	Rule 403 cumulative or duplicative objection can be addressed at trial and balance from admissibility.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0079	6/23/2017	Nektar00000432083	Nektar00000432085		Email from Wilson re Lilly Conflict Waiver		Other Nektar Witness	Relevant to collaboration partnership and Rezep background.			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602); Privilege	The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602). Lilly reserves the right to challenge Nektar's clawback under the PO.
Trial Exh 0081	6/25/2017	Nektar000000002525	Nektar000000002526		Email from Zalesky re NKTR-358		Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0082	6/26/2017	LLY02464221	LLY02464235		Lilly Bio-Medicines Innovation Subcommittee (ISC) Olumiant Ad and AA Commercial Decision	Skovronsky; Nirula; Klekoka; Murray; Robbins; Mostaghimi	Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezep or other relevant drugs under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep.	No foundation / personal knowledge; not relevant; subject to MLL.	Relevant to Lilly's credibility, CRE obligation, and development of Rezep and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation and knowledge will be established at trial; admissible under Rules 702/703.	Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0086	7/10/2017			Baricitinib Program Contrarian Document for Atopic Dermatitis and Alopecia Areata Commercial Decision				Relevant to Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0093	7/27/2017	Nektar00000475805	Nektar00000475807		Email from Hofheimer re Internal Nektar Discussion Regarding Draft Merlot Agreement		Other Nektar Witness	Relevant to collaboration partnership and Rezep background; Relevant to License Agreement terms and/or compliance.			Lack of Foundation/Personal Knowledge (104/602); Privilege	Foundation/personal knowledge will be established at trial (see Rule 602); Lilly reserves the right to challenge Nektar's clawback under the protective order.
Trial Exh 0094	8/2/2017	LLY01290904	LLY01290935		Investigator's Brochure for Toradolkinab	Skovronsky; Nirula; Klekoka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative and duplicative.	Relevant to Lilly's CRE obligation and development of Rezep and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0095	8/9/2017	LLY00782967	LLY00782972		Email from Henry Bryant to Ryan Robinson, Charles Lagar re: additional homework	Murray; Jim Krueger; Ed Butkusien; Skovronsky; Nirula; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; hearsay; no authentication.	Authenticated by virtue of Lilly producing it during discovery in response to Nektar production requests. Metro-Goldwyn-Mayer Studios, Inc. v. Grasko, Ltd., 454 F. Supp. 2d 966, 972 (C.D. Cal. 2006). Foundation and knowledge will be established at trial; admissible under Rules 702/703; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0096	9/7/2017	LLY02078942	LLY02078988		Email from C Christopher Butlinck to David Murray re: Per our conversation	Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; credibility	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezep and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation and knowledge will be established at trial.		
Trial Exh 0097	9/14/2017	LLY02464236	LLY02464259		Baricitinib SLE Development Strategy	Skovronsky, Nirula, Butkusien		Relevant to Lilly's efforts, expertise, and resources to develop Rezep or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0098	9/15/2017	Nektar00000001819	Nektar00000001823		Email from Tagliaferri re 16-358-01 Protocol A3.0 QC Draft on SharePoint	Nirula; Klekoka; Krueger	Zalesky, Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es).	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezep and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation and knowledge will be established at trial; admissible under Rules 702/703.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0100	9/20/2017				Email from Songqing Na to Henry Bryant, Thomas Buntel			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; duplicative or cumulative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezep; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial.		
Trial Exh 0102	10/3/2017	LLY02474872	LLY02474872		U.S. Patent No. 9,775,911	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manser; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezep and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0104	10/31/2017			Baricitinib-Olumiant - Phase 2 Atopic Dermatitis - CSR Synopsis		Robbins; Ed Butkusien		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezep and comparator drugs; not subject to MLL; Nektar opposes MLL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0105	11/6/2017			Stelara Shows Positive Results in Treatment of Systemic Lupus Erythematosus In Phase 2 Trial		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to credibility and Lilly's CRE obligation and development of Rezep and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation and knowledge will be established at trial.		
Trial Exh 0106	11/6/2017			PR Newswire, "Stelara® (ustekinumab) Shows Positive Results In Treatment Of Systemic Lupus Erythematosus In Phase 2 Trial," November 6, 2017, available at <a href="https://www.prnewswire.com/news-releases/stelara-ustekinumab-shows-positive-results-in-treatment-of-systemic-lupus-erythematosus-in-phase-2-trial-300549543.html">https://www.prnewswire.com/news-releases/stelara-ustekinumab-shows-positive-results-in-treatment-of-systemic-lupus-erythematosus-in-phase-2-trial-300549543.html</a> .				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es).			403; Relevance (401/402); MLL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0107	11/7/2017	N/A			Nektar Therapeutics FQ3 2017 Earnings Call Transcript		Robin, Ruddock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezep; cross examination of the named Nektar witness(es).				

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
				Common Terminology Criteria for Adverse Events (CTCAE), Version 5.0		Ashrafzadeh, Mostaghimi, Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; objection to incomplete exhibit; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; exhibit is not incomplete.		
Trial Exh 0108	11/27/2017	LLY00892173	LLY00892200			Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0109	12/19/2017	Nektar00000005285	Nektar00000005286	Injection-Site Reactions in Iscizumab Clinical Trials in PsO, PsA, and axSpA		Pfeifer, Nirula, Evans, Zalevsky, Kotzin, Tagliaferri		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 0110	1/16/2018			Email from Margit Tagliaferri to Suresh Siddhanti, Thomas Huberberger, and others re: RE: NKTR-358: prep for FDA call - background information to be updated and reviewed by team				Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0111	2/8/2018	LLY02468367	LLY02468409		IL-33 Board of Directors Q1 Update		Klekotka	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of Nektar's business; a key issue relevant to parties' claims and defenses; Cross examination of the named Nektar witnesses.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602). MIL is opposed. The exhibit is relevant to rebut Nektar claims (see Rules 401, 402); No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 0112	2/14/2018	N/A	N/A	BMS Press Release, " Bristol-Myers Squibb and Nektar Therapeutics Announce Global Development & Commercialization Collaboration for Nektar's CD122-biased Agonist, NKTR-214 <a href="https://news.bms.com/news/partnership/2018/Bristol-Myers-Squibb-and-Nektar-Therapeutics-Announce-Global-Development-Commercialization-Collaboration-for-Nektar-CD122-biased-Agonist-NKTR-214-default.aspx">https://news.bms.com/news/partnership/2018/Bristol-Myers-Squibb-and-Nektar-Therapeutics-Announce-Global-Development-Commercialization-Collaboration-for-Nektar-CD122-biased-Agonist-NKTR-214-default.aspx</a>			Zalevsky, Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.	Hearsay; no foundation / personal knowledge; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.	Hearsay (802); Lack of Foundation/Personal Knowledge (104/602); MIL; Relevance (401/402); 403	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims (see Rules 401, 402); MIL is opposed.
Trial Exh 0113	2/27/2018	LLY00876975	LLY00876998	Email from Verna Toma Schindlkofer to Ajay Nirula re: RE: McKinsey Readout		Skovronsky, Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402); MIL is opposed.
Trial Exh 0114	3/1/2018	N/A			Nektar Therapeutics 10 k for fiscal year 2017		Robin, Ruddock, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			403; Relevance (401/402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0116	3/22/2018	LLY02426094	LLY02426110	LBM Portfolio Execution Committee (PEC) Olumiant SLE Commercial Decision		Nirula, Pfeifer	Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.	Hearsay (802); Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402); MIL is opposed.
Trial Exh 0119	4/5/2018	LLY00868555	LLY00868598	Email from Ajay Nirula to Jude E Onyia re: FW: Slides for Immunology PMT presentation		Nirula, Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Subject to MIL; not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Not subject to MIL; Nektar opposes MIL; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; highly probative, not prejudicial or confusing, and Rule 403 balance favors admissibility.		
Trial Exh 0121	5/1/2018			Baricitinib (Olumiant) FDA Label		Murray, Robbins, Mostaghimi, Skovronsky, Nirula, Klekotka, Pfeifer, Ramseyer		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402); MIL is opposed.
Trial Exh 0124	5/11/2018	Nektar00000666760	Nektar00000666778		Email from S. Phillips to J. Ruddock re Reports: NKTR Q1 2018 Financial Results Call and Webcast		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Relevance (401/402); MIL	
Trial Exh 0125	5/14/2018	LLY02464491	LLY02464518	Injection Site Pain Update / Mitigation for Mirikizumab & Implications Across the Portfolio slides		Krueger, Butkusiem, Klekotka, Murray		Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0126	5/24/2018	LLY02082922	LLY02082957		IL-33 Board of Directors 2018 Q2 Update		Klekotka, Butkusiem	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0127	6/7/2018	LLY02464372	LLY02464400		"Talz New Formulation - Development Strategy" Deck		Krueger, Butkusiem, Klekotka, Murray, Skovronsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0128	6/12/2018	Nektar00000211557	Nektar00000211568		Email re SAD/MAD studies		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0129	6/20/2018	LLY00945995		Email from Lance Pfeifer to Julie Murphy Cramer re: RE: timeline check for case management discussion at noon today...		Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0130	6/22/2018	LLY02474877	LLY02474877			Nirula, Skovronsky, Jonsson, Ashrafzadeh, Schmitz, Mauer, Murray, Ramseyer, Pfeifer, Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Total Exh 0132	7/1/2018	LLY00101534	LLY00101554	Article titled Baricitinib for systemic lupus erythematosus: a double blind randomised, placebo-controlled, phase 2 trial - Wallace et al. (2018) - The Lancet		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL; hearsay; not relevant; no foundation / personal knowledge.	Not subject to MLL; Nektar opposes MLL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; admissible under Rules 702/703.		
Total Exh 0133	7/6/2018			Safety and regulatory agreement between Eli Lilly & Company and Nektar Therapeutics		Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Total Exh 0134	7/19/2018			Eli Lilly and Company, and PR Newswire, "Study Published in The Lancet Shows Benefit of Baricitinib 4 mg for the Treatment of Systemic Lupus Erythematosus (SLE)," July 19, 2018, available at <a href="https://lilly.medsan.com/2018-07-19-Study-Published-in-The-Lancet-Shows-Benefit-of-Baricitinib-4-mg-for-the-Treatment-of-Systemic-Lupus-Erythematosus-SLE">https://lilly.medsan.com/2018-07-19-Study-Published-in-The-Lancet-Shows-Benefit-of-Baricitinib-4-mg-for-the-Treatment-of-Systemic-Lupus-Erythematosus-SLE</a>		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MLL; Nektar opposes MLL; Foundation will be established at trial.		
Total Exh 0135	7/24/2018	Nektar00000753837	Nektar00000753839		Email thread re Discussion topics for L. E. K. call on Tuesday (7/24)		Marais, Other Nektar Witness	Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witnesses(s).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Total Exh 0137	8/2/2018	Nektar00000174926	Nektar00000174928		Ferguson Email to Do attaching Draft JPT Agenda		Other Nektar Witness	Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witnesses(s).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Total Exh 0138	8/6/2018	Nektar00000467429	Nektar00000467429		Do Email to Gil Labrucherie re 1 on 1		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602); MLL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602). MLL is opposed.
Total Exh 0140	8/13/2018	Nektar00000467442	Nektar00000467447		Do Email to Lilly re Decker Handoff attaching JPT agenda		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Total Exh 0141	8/15/2018	LLY01279389	LLY01279426	Investigator's Brochure for Anti-BTLA Agent vs Venaroprostat BI		Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; admissible under Rules 702/703.		
Total Exh 0142	8/16/2018	LLY00794989	LLY00795018	Email from Jeffrey Wilson to David Murray, Jingyong Zhao, and others re: Adjacent Disease State Project - Immunology		Murray; Evans; Klekorka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and its development of Rezpeg.		
Total Exh 0143	8/16/2018	LLY02464451	LLY02464490		Taltz Alternate Formulation - Development Strategy	Krueger, Burhousen, Klekorka, Murray, Skornosky		Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard. Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Total Exh 0144	8/17/2018	LLY00347890	LLY00347971	Clinical Study Protocol 17-358-02 Amendment 2.0: A Phase 1, Double-Blind, Randomized, Placebo-Controlled, Ascending Multiple-Dose Study To Evaluate The Safety, Tolerability, Pharmacokinetics, And Pharmacodynamics Of Subcutaneous Nktar 358 In Patients With Systemic Lupus Erythematosus		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Total Exh 0146	8/28/2018	LLY02261234	LLY02261240		Nektar Lilly NKTAR 358 JPT Minutes Final		Kotzin, Zalevsky, Nirula, Pfeifer, Hockstep	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Total Exh 0154	9/6/2018	Nektar00000912522	Nektar00000912561		DSA Draft		Pfeifer, Hockstep, Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Total Exh 0158	9/27/2018	LLY01245454	LLY01245528	Rezpeg Phase 1 SAD Protocol		Zalevsky; Kotzin; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; duplicative or cumulative.	Relevant background and to Lilly's CRE obligation and development of Rezpeg; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Total Exh 0159	10/2/2018	LLY01283571	LLY01283619	Investigator's Brochure for CD200R		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; duplicative or cumulative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Total Exh 0160	10/2/2018	Nektar00000468902	Nektar00000468909		F. Curtis Email with attachment		Hockstep	Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witnesses(s).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Total Exh 0161	10/4/2018	Nektar00000467144	Nektar00000467149		Email from T. Do re Lilly - Nektar - Dev Agreement and PRA SOW		Kotzin, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(s).			Privilege (partial)	Lilly reserves the right to challenge Nektar's clawback under the PO.
Total Exh 0162	10/9/2018	Nektar00000544192	Nektar00000544210	Email from Kimberly Ferguson to Jason Barnard re: RE: Updated NKTAR 358 program slides		Zalevsky; Rudbeck; Kotzin; Fantoz; Nirula; Skornosky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Rameyer; Pfeifer; Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg.		
Total Exh 0163	10/10/2018	LLY02177922	LLY02177957	Email from William Burchuk to Carsten Schmitz, Kimberley Jackson re: Hummingbird Kick-off_04Aug2017.pptx		Evans; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg.		
Total Exh 0164	10/10/2018	LLY02315561	LLY02315565		Email from L. Pfeifer re Nektar proposal for Lilly Elected Activities contracting		Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0165	10/18/2018	LLY02464554	LLY02464591		"Talte Alternative Formulation – Development Strategy" Deck		Krueger, Butkusien, Klekoka, Murray, Skovronsky	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0167	10/19/2018	Nektar0000295735	Nektar0000295757		Robles email re Weekly Clinical Study Updates for Oct 19		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602); Relevance (401/402); MLE	Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MLE is opposed.
Trial Exh 0168	11/1/2018	LLY00949422	LLY00949423		Email from L. Pfeifer re Update on IL-2 PEG Ad/PdO Sponsorship		Pfeifer, Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0170	11/8/2018	LLY00751576	LLY00751577		Email from Janice Evans to Philip Barrington re: Regulatory History related to AE Grading for Immunology		Klekoka, Evans	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; probative value outweighed by jury confusion (403).	Foundation and knowledge will be established at trial; high probative and Rule 403 balance favors admissibility.		
Trial Exh 0171	11/9/2018	LLY02091500	LLY02091546		Email from I. Rasser re R&D business plan materials and a few updates		Skovronsky, Robbins, Butkusien	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0174	11/26/2018	LLY00977764	LLY00977778		Letter from Department of Health and Human Services - Meeting Request - Written Responses		Mostaghimi	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant background; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0175	12/3/2018	LLY02082230	LLY02082246		ISR Task Force Intro		Klekoka, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; relevant to jury understanding of injection site reactions, a key issue relevant to parties' claims and defenses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0180	12/7/2018	LLY02472861	LLY02472972		Investigator's Brochure for Baricitinib (Olanmi)		Robbins; Mostaghimi	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge; subject to MLE.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; admissible under Rules 702/703; not subject to MLE; Nektar opposes MLE.		
Trial Exh 0185	12/19/2018	Nektar00001178485	Nektar00001178649		Strategic Collaboration Agreement between Nektar and Bristol-Myers Squibb Company		Robbins; Mostaghimi	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).	Not relevant; subject to MLE; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; admissible under Rules 702/703; not subject to MLE; Nektar opposes MLE.	Relevance (401/402); 403; MLE	The exhibit is relevant to Lilly defenses, rebut Nektar claims (see Rules 401, 402); No unfair prejudice and balance favors admissibility (see Rules 401, 403); MLE is opposed.
Trial Exh 0186	12/20/2018	LLY01290863	LLY01290903		Investigator's Brochure for Toradolkinib		Robbins; Mostaghimi	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0187	1/3/2019	LLY01283283	LLY01283332		Investigator's Brochure for CD200R		Robbins; Mostaghimi	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0189	1/8/2019	LLY00889769	LLY00889815		Email from Joanne Lancaster to William Barchuk, David Webb re: RE: KPAC protocol - Time of Post injection pain assessments		Lancaster; Mostaghimi; Robbins; Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; hearsay.	Foundation and knowledge will be established at trial; admissible under Rules 702/703; non-hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0190	1/9/2019	Nektar00000096712	Nektar00000096715		NKTR-358 Development team meeting		Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0191	1/31/2019	Nektar00000677038	Nektar00000677207		Strategic Collaboration Agreement between Nektar and Bristol-Myers Squibb Company		Ruddock, Robin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.	Relevance (401/402); 403; MLE	The exhibit is relevant to Lilly defenses, rebut Nektar claims (see Rules 401, 402); No unfair prejudice and balance favors admissibility (see Rules 401, 403); MLE is opposed.
Trial Exh 0192	2/4/2019	LLY02457038	LLY02457039		Email from David Manner to Lai Shan Chan re: RE: IL-2 two Phib protocols update		Manner	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to damages; not subject to MLE; Nektar opposes MLE.		
Trial Exh 0193	2/5/2019	LLY00696035	LLY00696039		Mark Edwards, "Recent Trends in Effective Royalty Rates of Biopharma Alliances," February 5, 2019		Rao	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; subject to MLE.			
Trial Exh 0194	2/6/2019				Email from Joanne Lancaster to Carsten Schmitz, Janice Evans, and others re: RE: IL-2 conjugate protocol Ad/Pd and PdO - ISR section		Lancaster; Schmitz; Evans; Robbins; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0195	2/6/2019	LLY02180331 LLY00794065	LLY02180332 LLY00794081		Email from Pfeifer re Feb 20 Immunology RDSC proposed agenda	Robbins	Pfeifer, Klekotka	Relevant to Lilly's efforts, expertise, and resources to develop Rezepge or other relevant drugs under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0196	2/6/2019			LY3375880 PCAB Compound overview for ISST				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.	Hearsay (802)	
Trial Exh 0197	2/7/2019	LLY02107087 LLY01290974	LLY02107088 LLY01291015		Email from J. Evans re IL-2 conjugate program ISR section	Robbins; Mostaghimi	Schmitz	Relevant to jury understanding of ISRs, a key issue relevant to parties' claims and defenses; Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0199	2/13/2019			Investigator's Brochure for Tordaskimab				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezepge and comparator drugs; not subject to MIL; Nektar opposes MIL; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; admissible under Rules 702/703.	Hearsay (802)	
Trial Exh 0203	2/24/2019	Nektar00000096602	Nektar00000096609		Email chain from K. Ferguson to T. Do, J. Nicholson, J. Zalevsky, and B. Kotzin re 4th Indication follow up		Zalevsky, Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge; cross examination of the named Nektar witness(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0204	2/28/2019	Nektar00000158036	Nektar00000158038		Email thread re IL-2 Conjugate 2H 2018 JSC invoice approval (J. Nicholson response)		Huckstep, Nimula, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0205	2/28/2019	Nektar00000158763 LLY00748439	Nektar00000158766 LLY00748456		Email thread re IL-2 Conjugate 2H 2018 JSC invoice approval	Evans; Pfeifer, Kotzin	Zalevsky, Nimula, Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0206	3/1/2019			Email from William Burchuk to Janice Evans, Lance Pfeifer, Brian Kotzin, and others re: RE: NKTR-358 IB addendum for Lilly review				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative and duplicative.	Relevant to Lilly's CRE obligation and development of Rezepge; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0207	3/12/2019	LLY02180918 LLY00768800	LLY02180926 LLY00768821		Email from L. Pfeifer to J. Kirschling and E. Bearby re IL-2 Conjugate; update on PK and MAD cohort 3 data		Pfeifer, Nimula, Skovronsky, Klekotka, Jonsson, Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge.			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut Nektar claim (see Rules 401, 402).
Trial Exh 0208	3/18/2019			Email from David Murray to Anna Kovalyova and Robert Draper re: FW: Dermira Announces Positive Topline Results from Phase 2b Study of Lebrikizumab in Patients with Atopic Dermatitis		Klekotka; Nimula; Murray; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezepge; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0209	3/18/2019					Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; hearsay; not relevant; probative value outweighed by risk of jury confusion (403); subject to MIL.	Admissible under Rules 702/703; foundation will be established at trial; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's development of Rezepge and comparable drugs; Rule 403 balancing favors admission; Nektar opposes MIL.		
Trial Exh 0210	3/19/2019	Nektar00000096933	Nektar00000096934		Email from J. Zalevsky re NKTR-358 PK Assay Investigation		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0211	3/21/2019	LLY02254067 LLY00794213	LLY02254070 LLY00794238		Nektar Lilly NKTR-358 JSC Agenda Final slides	Robbins	Zalevsky, Nimula	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0215	3/27/2019			Baricitinib SLE VTE Assessment Final				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant; probative value outweighed by risk of jury confusion (403); subject to MIL.	Admissible under Rules 702/703; foundation will be established at trial; relevant to Lilly's development of Rezepge and comparable drugs; Rule 403 balancing favors admission; Nektar opposes MIL.		
Trial Exh 0216	3/29/2019			Email from William Burchuk to multiple recipients re: NKTR-358 SAD abstract		Lancaster; Schmitz; Klekotka; Nimula; Munner; Huckstep; Murray; Pfeifer; Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezepge.		
Trial Exh 0217	4/1/2019			Guttmann-Yasok, Emma, et al., "Baricitinib in Adult Patients with Moderate-to-Severe Atopic Dermatitis: A Phase 2 Parallel, Double-Blinded, Randomized Placebo-Controlled Multiple-Dose Study," Journal of the American Academy of Dermatology, Vol. 80, No. 4, April 2019, pp. 913-921.		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezepge and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation will be established at trial.		
Trial Exh 0218	4/2/2019	LLY02089479	LLY02089522		Email from Murray re Immunology Portfolio Strategic Framework DRAFT 3.27.19 DRAFTO-IMM_DCM.pptx		Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezepge; Relevant to Lilly's efforts, expertise, and resources to develop Rezepge or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0220	4/11/2019	Nektar0000067363	Nektar0000067364		Email from A. Candia re Update to the re-analysis of PK samples from the SAD/MAD studies		Kozzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0224	4/18/2019	LLY00755339 LLY00972885	LLY00755340 LLY00972894		Email from L. Pfeifer to P. Klekotka re IL-2 Conjugate: Host Cell Protein Issue	Manner; Schmitz; Lancaster	Pfeifer, Klekotka, Skovronsky, Nirula	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0226	4/18/2019			Email from Peter Robinson to Carsten Schmitz, Joanne Lancaster, David Manner, and others re: RE: follow upon data management topics related to studies KFAC and KFAD				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 0227	4/23/2019	Nektar0000083188	Nektar0000083195		Lilly/Nektar HCP Discussion Meeting		Huckstep, Nirula, Pfeifer, Ali, Do, Kozzin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0228	5/7/2019	LLY02191909	LLY02191914		Email from M. Burgess to J. Lancaster re KFAC/KFAD protocol - VAS score vs Injection site tools		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0229	5/8/2019	N/A			Nektar Therapeutics FQ1 2019 Earnings Call Transcripts		Robin, Ruddock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			403; Relevance (401/402); MLL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0230	5/8/2019	LLY00753769	LLY00753771		Email from L. Pfeifer to J. Kirschling re Update on IL-2 Conjugate risks and timelines		Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0231	5/9/2019	LLY02435730 LLY00682808	LLY02435735 LLY00682902		Pfeifer and Nirula Text Messages		Nirula	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0235	5/15/2019				Protocol J1B-MC-FRCC Clinical Pharmacology Protocol (b)		Robbins	Proof of Lilly's liability for breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0236	5/20/2019	Nektar0000096359	Nektar0000096362		Email from J. Ruddock re Intro to David Klatzmann		Ruddock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402)	Relevant to Lilly's defenses, to rebut Nektar's claims, to cross-examination of named Nektar witnesses, and to CRE.
Trial Exh 0237	5/23/2019	LLY00179407	LLY00179407		Email from Peter Robinson to Christina Dionesotes, Joanne Foster, and others re: RE: KFAC/ KFAD protocol - VAS score vs Injection site tools	Lancaster		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; duplicative or cumulative.	Foundation and knowledge will be established at trial; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0241	6/8/2019	LLY00890778	LLY00890780		Email from Carsten Schmitz to Janice Evans re: RE: 33 vs 36 pts in the MAD	Schmitz; Evans; Lancaster		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and defenses; foundation and knowledge will be established at trial.		
Trial Exh 0242	6/13/2019	LLY01322513 LLY00405320	LLY01322520 LLY00405324		2019 Milestone Review Portfolio Investment Council Meeting Presentation		Skovronsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly's defenses, rebut Nektar claims. (see Rules 401, 402).
Trial Exh 0245	6/26/2019	LLY0082860	LLY0082866		PRA Health Sciences - Weekly Study Team Meeting Minutes - (ELL)KFAC-KFACTPS/ELL)KFAD-KFADDR			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0246	6/26/2019				Email from Joanne Lancaster to William Burchak, Alison L. Budelsky, and others re: RE: Team Lilly	Lancaster; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0247	6/28/2019	LLY020K2175 LLY02435475	LLY020K2184 LLY02435615		Talte Hidradenitis Suppurativa (HS) Heat Map slides		Krueger, Skovronsky, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104/602); Relevance (401/402); MLL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0248	7/1/2019				Lance Pfeifer's Journal			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0249	7/2/2019	Nektar00000622264	Nektar00000622333		Email from B. Kotzin re Fw Review: Lilly IND clinical modules; Regulatory Response: FDA Requests and Recommendations from Type B Meeting Written Responses Provided under Pre-IND 140963		Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0250	7/10/2019	LLY02082125	LLY02082164		Talztz - Hidradenitis Suppurativa (HS) slides		Krueger, Skovronsky, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104/602); Relevance (401/402); MIL.	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0251	7/11/2019	LLY02082102	LLY02082229		Email from I. Rassner to D. Skovronsky re July 16th PSC - please review		Skovronsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0252	7/16/2019	LLY02082103	LLY02082124		Talztz Alternate Formulation - POC		Krueger, Skovronsky, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; relevant to jury understanding of injection site reactions, a key issue relevant to parties' claims and defenses.			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0255	7/21/2019			Email from David Manner to Ellen M Jeffries and Anastasia Bynichna Alexeeva re: RE: PRA Oversight for Stats-KFAC/KFAD		Manner	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0256	7/22/2019	Nektar00000206935	Nektar00000206936		Email from D. Cradup to J. Evans re NKTR-358 IND submitted to DDDP		Pfeifer, Rameyer, Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0257	7/31/2019	Nektar00000103939	Nektar00000103939		NKTR-358 PDP-JPT		Huckstep	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Incomplete (106); Foundation/Personal Knowledge (104/602); Hearsay (802)	Exhibit has been supplemented for completion or Exhibit is complete; Foundation/personal knowledge will be established at trial (see Rule 602); Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0259	8/1/2019	LLY00417828	LLY00417857		PRA-Lilly Operational Plan		Manner, Mostaghimi, Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0261	8/2/2019	LLY00732930	LLY00732939		Email from Ellen M Jeffries to David Manner and Anastasia Bynichna re: RE: PRA Oversight for Stats-KFAC/KFAD		Manner, Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0264	8/8/2019	LLY02187904	LLY02187951		2019 GTR BoD slide deck		Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0268	8/23/2019	LLY00729454	LLY00729494		Email from Kimberley Jackson to Paul Klekorika, Joanne Lancaster, and others re: RE: Discuss PK/PD Results for B-2 Conjugate		Lancaster, Klekorika, Evans; Pfeifer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0270	8/27/2019	Nektar00000557793	Nektar00000557814		Regulatory Response with Edits		Pfeifer, Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Incomplete (106); Lack of Foundation/Personal Knowledge (104/602)	Exhibit has been supplemented for completion or Exhibit is complete; Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0272	8/30/2019	LLY02464336	LLY02464348		PowerPoint titled Results of anifrolumab Ph3 SLE study (TULIP, II): Assessment and implications for the baricitinib SLE Ph3 program		Robbins; Nirula; Kotzin; Klekorika; Ashrafzadeh	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; no foundation / personal knowledge; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MIL.; Nektar opposes MIL.		
Trial Exh 0273	9/9/2019	Nektar00000557316	Nektar00000557305		Email from Burgess re KFAC and KFAD amendments for NEKTAR team review		Manner, Klekorika	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Lack of Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0275	9/10/2019	LLY01011985	LLY01011998		Email from B. Andreacchio re KFAC/D Weekly Study Team Meeting 11Sep2019		Schnitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0276	9/11/2019	LLY00682903	LLY00682990		Protocol J1B-MC-FRCF(a)		Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant; subject to MIL.	Admissible under Rules 702/703; foundation will be established at trial; relevant background and to Lilly's development of Rezpeg and comparable drugs; Nektar opposes MIL.		
Trial Exh 0277	9/12/2019	Nektar00000384294	Nektar00000384304		NKTR-214: Program-wide Scope for 2020 Budget Assumptions		Brian, Zulevsky, Robbins, Mostaghimi	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); MIL.	Relevant to Lilly's defenses, to rebut Nektar's claims, to cross-examination of named Nektar witnesses, and to CRE. MIL is opposed.
Trial Exh 0279	9/22/2019	LLY00930777	LLY00930778		Email from Ken Custer to Dan Skovronsky re: Expected 5th Year Sales		Skovronsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	No foundation / personal knowledge; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objections	Nektar Objection(s)	Lilly's Responses to Objections
Trial Exh 0282	10/11/2019	LLY00961038	LLY00961045	Email from Eric Saunders to Paul Klekotka, Dipak Patel, and others re: RE: REVIEW NEEDED: EADV TL meeting executive summaries		Krueger; Klekotka; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703.		
Trial Exh 0285	10/26/2019	LLY02173326	LLY02173361		Email from D. Skovronsky		Skovronsky; Robbins	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Relevance (401-402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE.
Trial Exh 0287	11/4/2019	LLY02174072	LLY02174079		Email from B. Andreacchio re: KFAC/D Weekly Study Team Meeting 30Oct2019		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0288	11/5/2019	LLY00788583	LLY00788590	Email from Mitchell Stayer to Robert Draper, David Murray, and Anna Kovalyova re: RE: Atopic Dermatitis Competitive Set		Murray; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0293	11/19/2019	LLY00815660	LLY00815711	Email from Raymond M Jordt to Dave Ricks, Josh Smiley, and others re:Project Bald Eagle Terms Review		Skovronsky; Jonsson; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0294	11/21/2019	LLY02099835	LLY02099835		Lilly Confirmation of Batch 10 Cost Share		Zalevsky; Nirula	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Hearsay (802); Incomplete (106); Relevance (401-402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. The exhibit is relevant to rebut Nektar claims (see Rules 401, 402).
Trial Exh 0295	11/22/2019	LLY00685297	LLY00685302	Email from David Murray to Jeffrey Wilson re: RE: ACR/BioEurope Debrief - anifrolumab and RemGem		Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0297	12/10/2019	LLY01280202	LLY01280268	Investigator's Brochure for Baricitinib (Olanum)		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of comparator drugs; not subject to MIL; Nektar disputes MIL; Rule 403 cumulative and duplicative objection can be addressed at trial and balance favors admissibility; admissible under Rules 702/703.		
Trial Exh 0298	12/16/2019	LLY00298216	LLY00298327		Clinical Study Report 16-358-01	Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0300	12/23/2019	LLY00233514	LLY00233593	Regulatory Response: Responses to FDA's Written Response to the Type C Meeting Request - LY3471851 (NCTR-358)		Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0301	1/5/2020	LLY00791655	LLY00791686	Email from Kenneth Custer to Patrick Jonsson, Dan Skovronsky, and others re:Bald Eagle Presentation for S&T Committee		Jonsson; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0302	1/8/2020	Nektar00000911563	Nektar00000911564		Franke chat with Borwankar and Tayo-Balogun		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401-402); Lack of Foundation/Personal Knowledge (104-902)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0305	1/20/2020	LLY00951547	LLY00951592	Deep Dive into the Available Atopic Dermatitis Ph2 Data and Implications for Future Indications		Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0306	1/21/2020	LLY00458977	LLY00458986	Lilly PRA Study Oversight		Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0309	2/13/2020	LLY00791098	LLY00791098		Email from J. Evans re Good news from FDA on Phase 2 Doses for IL-2 conjugate for SLE		Klekotka; Schmitz; Nirula; Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0310	2/20/2020	LLY01069635	LLY01069686	Press release titled Lilly Completes Acquisition of Dermira		Jonsson; Skovronsky; Nirula; Klekotka; Pfeifer; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Duplicative or cumulative.	Rule 403 duplicative or cumulative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0312	2/22/2020	LLY00233685	LLY00233792	Rezpeg Investigator's Brochure		Klekotka; Murray; Pfeifer; Nirula; Ramseyer; Schmitz; Skovronsky; Zalevsky; Kotzin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0316	3/3/2020			Protocol J1P-MC-KFJ		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0317	3/11/2020			Article titled UCB's DZB moving into Phase III trials despite Phase II failure, March 11, 2020		Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; not relevant; subject to MIL.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0318	3/11/2020	LLY02099469	LLY02099472		Presentation re IL-2 PEGNKRTR 358 program - Derm studies		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0319	3/13/2020	LLY02435786	LLY02435790		Pfeifer and Nirula Text Messages		Nirula	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0320	3/13/2020	LLY02467055	LLY02467057		BTIA Board of Directors Meeting Minutes		Klekotka, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0321	3/15/2020	LLY00801071	LLY00801073		Email from P. Klekotka re Early Immunology Projects and COVID-19		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0322	3/15/2020	LLY00131247	LLY00131250		Email from C. Schmitz re COVID-19 impact on KFAC/D studies - Lilly safety and regulatory position		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0323	3/15/2020	LLY02098686 LLY00800892	LLY02098687 LLY00800898		Email from J. Evans re Early Immunology Projects and COVID-19		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0324	3/16/2020			Email from Qiang John Wang to Ajay Nirula, Matthew Limik, and others re: FW: Project Austen Update		Jonsson; Nirula; Klekotka; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to ML.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to ML; Nektar opposes ML.		
Trial Exh 0325	3/16/2020	LLY00802289	LLY00802293		Email from D. Skovronsky re Early Immunology Projects and COVID-19		Skovronsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0329	3/17/2020	LLY01029784	LLY01029785		Email from C. Schmitz re KFAC/KFAD - COVID19 Site Scanning/Risk Tracker - 17Mar2020		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0330	3/17/2020	LLY02099832 LLY00956652	LLY02099832 LLY00956663		Email from C. Schmitz re KFAC/D amendment - Update from JPT 1.Lilly/Nektar meeting		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0331	3/18/2020	LLY00686801	LLY00686808		Email from Kimberly Koch to Tetsuya A Morri, David S Thompson, and others re: RE: O&M deck and design paper		Hackett	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to ML.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to ML; Nektar opposes ML.		
Trial Exh 0332	3/18/2020			Email from Ajay Nirula to Patrick Jonsson, Qiang John Wang, and others re: RE: Austen - updated version		Jonsson; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to ML.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to ML; Nektar opposes ML.		
Trial Exh 0333	3/19/2020	LLY00956204	LLY00956216		Email from C. Schmitz re IL-2 Conjugate Lead Team		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0334	3/23/2020	LLY02444914	LLY02444923		Email from C. Schmitz re Clarification on Executive Order 20-72		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0335	3/24/2020	LLY02435801	LLY02435807		Nirula and Pfeifer Text Messages		Nirula; Pfeifer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules 401, 402).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0336	3/24/2020	LLY02435806	LLY02435806		Message from L. Pfeifer to A. Nirula		Nirula, Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Relevance (401-402); 403	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); The exhibit is relevant to Lilly's defenses, rebut Nektar's claims (see Rules 401, 402); No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 0338	3/26/2020	LLY00803519	LLY00803523		Email from C. Schmitz re KFAC/D letters to sites		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0342	4/3/2020	LLY02092372	LLY02092374		Email from Dzwonkide re Draft Pipeline Update for Q1 Earnings Call April 23rd		Skovronsky, Nirula	Relevant to jury understanding of the immunology competitive landscape, a key issue relevant to parties' claims and defenses; Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0343	4/3/2020	LLY02093954	LLY02093956		Email from C. Schmitz re KFAC/D Operations Meeting Agenda 6 April 30		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0345	4/7/2020	Nektar0000097838 LLY02098389	Nektar0000097840 LLY02098499		Email from C. DeLaca-Faberry re Go no go for Lilly SLE P62b		Zalevsky, Kotzin, Robbins, Moushghi	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802) (attachment); Relevance (401-402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Relevant to Lilly's defenses, to rebut Nektar's claims, to cross-examination of named Nektar witnesses, and to CRE.
Trial Exh 0346	4/10/2020			JAHZ Clinical Protocol (b)				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; subject to MLI; foundation.	Foundation will be established at trial; relevant to Lilly's development of Rezpeg and comparable drugs; Nektar opposes MLI.		
Trial Exh 0347	4/16/2020	LLY00943134 Nektar00000396752	LLY00943139 Nektar00000397184		Email from C. Schmitz re Lilly Phase 1B studies in AD and P&O - Dr. Papp's site		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0348	4/17/2020			Email from Shi-Ru Anderson to Tae-Sung Wu and Cherie Ali re: RE: 358 IND			Zalevsky; Kotzin; Ali	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0349	4/21/2020	LLY02350840	LLY02350875		Email from Pfeifer re Quarterly Immunology Portfolio Review with Dan Skovronsky		Nirula, Klekoka, Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0350	4/23/2020	Nektar00000404891	Nektar00000404897		Ali email re NCTR-358 alignment for Lilly-Nektar meetings - 21APR20 minutes		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0351	4/30/2020	Nektar00000398078	Nektar00000398081		Paragipe email re OCOS investigation for rhlL2.1-PRO-1643		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401-402); Lack of Foundation/Personal Knowledge (104-602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402); Foundation/personal knowledge will be established at trial (see Rule 802).
Trial Exh 0352	5/5/2020	Nektar00000238489	Nektar00000238492		Basheer email re INV22858 results section Bb form draft		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Lack of Foundation/Personal Knowledge (104-602); Hearsay as to attachment (802); Relevance (401-402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 802); The exhibit is relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE (see Rules 401, 402).
Trial Exh 0353	5/7/2020	N/A			Nektar Therapeutics PQ1 2020 Earnings Call Transcripts		Robin, Raddock, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			403; Relevance (401-402); MLI	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402); MLI, in opposed.
Trial Exh 0354	5/7/2020	LLY01001104	LLY01001107		Email from C. Schmitz KFAC/D start of cohort 2		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0355	5/12/2020	LLY02094499	LLY02094569		Email from G. Leiser to D. Murray re Portfolio Strategy		Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0357	5/15/2020	LLY00942524	LLY00942534		Email from C. Schmitz re Derm update May 15th		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0358	5/20/2020	Nektar00000943133	Nektar00000943657	Protocol for LY3650150 Study J2T-DM-RGAB (ADProcate1) and Study J2T-DM-RGAC (ADProcate2)		Nirada; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MFL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MFL; Nektar opposes MFL.		
Trial Exh 0359	5/20/2020	LLY01278502	LLY01278554	Development Safety Update Report 2020		Klekotka; Murray; Pfeifer; Nirada; Ramseyer; Schmitz; Skovronsky		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0360	5/21/2020	Nektar00000688070	Nektar00000688074		Email from Hoffman re NKTR - Seeking Alpha article...		Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Hearsay (802); Relevance (401-402); MFL is opposed.	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and to CRE (see Rules 401, 402); MFL is opposed.
Trial Exh 0364	6/2/2020	Nektar00000911588	Nektar00000911592		Franke chat with Kaushik		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401-402); Lack of Foundation/Personal Knowledge (104-902)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0365	6/2/2020	LLY02107175	LLY02107186	Email from Gourab Dutta to Carsten Schmitz re: Injection Site Erythema Time course - IW; Feedback from KFAI presentation at the IL-2 conjugate CORE team		Schmitz; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0367	6/3/2020	LLY00993394	LLY00993394	Conversation between Gourab Dutta and Carsten Schmitz		Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MFL; hearsay.	Nektar opposes MFL; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0368	6/5/2020	LLY01293811	LLY01293817	Email from Gourab Dutta to Paul Klekotka, Ali Ashrafzadeh, and Carsten Schmitz re: IL-2 conjugate ISRs		Klekotka; Ashrafzadeh; Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0369	6/5/2020	Nektar0000097588	Nektar0000097620		Email from Wu re EULAR Material & Prep for Tomorrow's Event		Kotzin; Zalevsky; Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0370	6/8/2020	LLY01293843	LLY01293850		Email from G. Dutta Re IL-2 Conjugate ISRs		Klekotka; Ashrafzadeh; Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0371	6/9/2020	LLY02451158	LLY02451165		Email from J. Wilson to L. Pfeifer and M. Stuyer re Resource prioritization (and Portfolio Tiering slides)		Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0372	6/10/2020	LLY00756221	LLY00756222	Email from Lauren Crayton to Lance Pfeifer re: Early Phase Molecule Timeline Review Meetings		Pfeifer		Proof of damages caused by Lilly's breaches	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0373	6/16/2020	LLY00996865	LLY00996873		Email from C. Schmitz re New Lilly KFAD/C Timeliness: Forecast and assumptions		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0374	6/19/2020	Nektar00000911596	Nektar00000911597		Franke chat with Kaushik		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401-402); Lack of Foundation/Personal Knowledge (104-902)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0375	6/19/2020	LLY00996364	LLY00996365		Email from C. Schmitz re KFAC/KFAD - Enrollment Updates - 15Jun2020		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0380	6/22/2020	Nektar00000589666	Nektar00000589681		Email from K. Cypgill to M. Perry, L. Kupeli, K. Afaghi re Closeout of QE 20.006 (Protocol 17-358-02)		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Lack of Foundation/Personal Knowledge (104-902); Relevance (401-402)	Foundation/personal knowledge will be established at trial (see Rule 602); This exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and to CRE (see Rules 401, 402).
Trial Exh 0381	6/25/2020	LLY00800837	LLY00800843		Email from C. Schmitz re KFAC/D discussion on new sites/ countries/ CT material timing. PRA bids to EU		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0382	7/10/2020	LLY01341243	LLY01341246		Email from C. Schmitz re KFAC/D update country addition to OUS (CA, EU)		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0383	7/12/2020	LLY00202784	LLY00202878	Email from Lance Pfeifer to Multiple Recipients re: Tuesday July 14th IL-2 Conjugate BOD deck		Pfeifer; Schmitz; Jonsson; Skovronsky; Nirula; Kleckota; Ashrafzadeh; Robbins; Mostaghimi	Schmitz	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Duplicative.	Rule 403 cumulative or duplicative objection can be addressed at trial.		
Trial Exh 0384	7/13/2020	LLY02069805	LLY02069843		3Q2020 Quarterly Immunology TA Review		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0386	7/15/2020	LLY01004934	LLY01004950		Weekly Study Team Meeting Minutes		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0387	7/16/2020	LLY02113218	LLY02113220		Email from G. Taylor re Immunology Portfolio review slide deck for Monday July 13th		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0389	7/20/2020	LLY00819526	LLY00819666	Email from Anindita Sen to Navdeep Bhullar, Debbie Raves, and others re: HC request for the inclusion of Gastrointestinal perforation in Bari IB		Mostaghimi	Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparative drugs; not subject to MLL; Nektar opposes MLL. Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0390	7/20/2020	Nektar0000057900	Nektar0000057901		Email from R. Minderman re Monday Tcon - high level summary		Huckstep, Pfeifer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0391	7/20/2020	LLY01005315	LLY01005316		Email from C. Schmitz re KFAD - First Subject Enrolled Today!		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0392	7/21/2020	LLY02355286	LLY02355319				Robbins	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0393	7/22/2020	LLY00823477	LLY00823478		Email from C. Schmitz re Request for Atopic Dermatitis Clinical Trial Investigators for IL-2 Peg Study in US		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0394	7/23/2020	Nektar0000091793	Nektar00000911801		Odor email re NKTR-358 GMP 8, DEV-20200348 TFF2-PEG Concentration Discrepancy		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0395	7/23/2020	LLY01004765	LLY01004768		Email from C. Schmitz re KFAC/KFAD - Medical Records Requirements		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0396	7/28/2020	LLY0082148	LLY0082155		Email from C. Schmitz re Request for Derm MSL assistance with KFAD trial		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).
Trial Exh 0398	7/31/2020	LLY01005055	LLY01005057		Email from C. Schmitz re KFAC/KFAD - Enrollment Updates - 31Jul2020		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0400	8/4/2020	LLY02361707	LLY02361709		Email re KFAD unblinding plan		Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02429183	LLY02429183			Schmitz; Pfeifer; Klekotka; Ashrafzadeh		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MLL; not relevant.	Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 0402	8/11/2020			Teams chat Carsten Schmitz, Lance Pfeifer, Paul Klekotka, Ali Ashrafzadeh, and others								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0406	8/26/2020	LLY01031325	LLY01031329		Email from C. Schmitz re Eli Lilly KFAC/KFAD - Site Selection for PSSV - 25Aug2020		Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0408	9/4/2020	LLY00820238	LLY00820262		Email from M. Stayer to D. Murray re Copy of IL-2 Document		Murray				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0412	9/14/2020	LLY00817595	LLY00817611		Email from C. Schmitz re IL-2 Conjugate ISR investigation		Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0413	9/15/2020	LLY02309555	LLY02309557		Email from Zou re Projects		Manner				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY00817815	LLY00817816			Murray; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and damages; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0415	9/16/2020			Email from Julie Maxwell to David Murray and Joanne Puckett re RE: Link to Business Plan Slide Deck				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
		LLY02474928	LLY02474928			Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins						
Trial Exh 0416	9/16/2020			Toradokimab - Phase 2 Atopic Dermatitis - CSR (Abbreviated)								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0417	9/16/2020	LLY00820264	LLY00820268		Email from C. Schmitz re Eli Lilly KFAC/KFAD - Site Selection for PSSV - 15Sep2020		Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY02474930	LLY02474930			Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0418	9/17/2020			Toradokimab - Phase 2 Atopic Dermatitis - CSR Synopsis								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).				
Trial Exh 0419	9/18/2020	Nektar0000764638	Nektar0000764639		Email from Thomsen re 5-Year Plan		Robin				Relevance (401/402); MLL	The exhibit is relevant to rebut Nektar claim and to cross examine Nektar witness (see Rules 401, 402). MLL is opposed.
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).				
Trial Exh 0420	9/21/2020	Nektar00001336491	Nektar00001336513		Creating Information Privacy, Common Sense, Ethics & Etiquette Presentation		Wilson				Relevance (401/402); 403	The exhibit is relevant to adverse inference; No unfair prejudice and balance favors admissibility (see Rules 401, 403).
		LLY02435830	LLY02435830			Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and damages; foundation and knowledge will be established at trial.		
Trial Exh 0422	10/1/2020			Text messages between Lance Pfeifer and Ajay Nirula								
						Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to Lilly's credibility, CRE obligation and development of Rezpeg; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0423	10/1/2020			Betaseron FDA Label								
		LLY02435830	LLY02435830			Pfeifer, Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MLL.	Not subject to MLL; Nektar opposes MLL.		
Trial Exh 0424	10/1/2020			Text Messages - Lance Pfeifer, Ajay Nirula								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0429	10/9/2020	LLY01028235	LLY01028235		C. Schmitz Accepted: Eli Lilly J1P-MC/KFAD(b) Ex-US sensitivity kick-off meeting		Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY00813672	LLY00813673			Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0430	10/12/2020			Email from Steven Wirt Dodd to Carsten Schmitz re: RE: ISR and IL-2 PEG								
		LLY01013331	LLY01013373			Pfeifer; Schmitz; Jonsson; Skovronsky; Nirula; Klekotka; Ashrafzadeh; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Duplicative.	Rule 403 cumulative or duplicative objection can be addressed at trial		
Trial Exh 0432	10/20/2020			IL-2 Conjugate: Board of Directors Meeting, October 20, 2020								

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0433	10/20/2020	LLY01001972	LLY01001974		Email from C. Schmitz re Board of Director meeting today in a few hours, comment from our Senior VP		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0435	10/27/2020	Nektar0000085715	Nektar0000085716		Email from Kotzin re IL-2 Conjugate Medical Team Meeting		Kotzin, Ashrafzadeh	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0436	10/27/2020	LLY00813350	LLY00813354		Email from C. Schmitz re KFAC/D studies - Feedback from sites		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0438	11/19/2020	LLY01208124	LLY01208284		Protocol Number J1P-MC-KFAH (a)		Robbins	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant background; relevant to Lilly's CRE obligations and development of Rezpeg; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0439	11/19/2020	LLY01026454	LLY01026455		Email from Gisela Volkers to David Manner, Kimberly Jackson, and others re: [EXTERNAL] RE: KFAC ADAM total PASI vs. skin total PASI		Manner; Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0440	11/25/2020	LLY00805723	LLY00805724		Email from C. Schmitz re Report of enrollment of subjects in the IL-2 Conjugate program studies		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0441	12/1/2020	LLY00804786	LLY00804788		Kineret FDA Product Labeling		Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to ML; hearsay; no foundation / personal knowledge.	Relevant to Lilly's credibility, CRE obligation and development of Rezpeg; admissible under Rules 702/703; not subject to ML; Nektar opposes ML; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0442	12/3/2020	LLY01001814	LLY01001816		Email from David Manner to Paul Klekotka re: KFAC IA #1 Meeting Minutes		Manner; Klekotka	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0443	12/3/2020	LLY01001814	LLY01001818		Email from Carsten Schmitz to Multiple Recipients re: RE: KFAD; phone call from Dr. Leon Kirck		Schmitz	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0444	12/3/2020	LLY01001814	LLY01001818		Email from C. Schmitz re KFAD; phone call from Dr. Leon Kirck		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0446	12/6/2020	LLY01279518	LLY01279556		Investigator's Brochure for Anti-BTLA Agonist/Venengparbat		Robbins; Mostaghimi	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; admissible under Rules 702/703.		
Trial Exh 0447	12/10/2020	LLY00939797	LLY00939802		Email from C. Schmitz re Enrollment question		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0451	1/4/2021	LLY00597395	LLY00597395		Issue Review Meeting Documentation		Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0452	1/6/2021	Nektar0000085844	Nektar0000085844		Email from Ashrafzadeh re Medical Meeting - Discussion of BICLA and SRH for IL-2		Kotzin, Ashrafzadeh	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0453	1/7/2021	LLY01027427	LLY01027436		Email from C. Schmitz re E3 Lilly/ J1P-MC-KFAD(b) and J1P-MC-KFAC(b)		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0454	1/11/2021	LLY00936327	LLY00936329		Email from C. Schmitz re KFAC/D interim timeline slide, EU site expansion		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0455	1/15/2021	LLY02125606	LLY02125620		CD200R Against Antibody (AL LY3454738) Board of Directors		Schmitz, Klekorka, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0456	1/15/2021	LLY00805230	LLY00805230		Email from C. Schmitz re KFAC and KFAD charge order and costs for KFAD expansion		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0457	1/15/2021	LLY01001271	LLY01001273		Email from C. Schmitz re KFAC/KFAD - Enrollment Updates - 15Jan2021		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0458	1/19/2021	LLY00936947	LLY00936951		Email from C. Schmitz re Lilly KFAD study in Atopic Dermatitis		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0459	1/21/2021	Nektar00000416363	Nektar00000416364		Email from D. Bader re Matrix Access		Buschell	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(es); Relevant to jury understanding of Nektar's business, a key issue relevant to parties' claims and defenses.			Relevance (401/402)	The exhibit is relevant to Lilly defenses, to rebut Nektar claims, and for cross-examining Nektar witness (see Rules 401, 402).
Trial Exh 0460	1/22/2021	LLY02102075	LLY02102174		Email from Julie Maxwell to David Murray re: PRA Assumptions for B_2	Murray; Rao		Proof of damages caused by Lilly's breaches	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0461	1/22/2021	LLY02101685	LLY02101711		Email from C. Schmitz re KFAD- Canadian ICF for review		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0468	1/26/2021	LLY01300832	LLY01300955		Email from Nicole Elizabeth Campbell to Annalisa Cuvallini, Vipin K Arora, and others re: RE: KFAD initial CTA	Evans; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 0469	1/26/2021	LLY02464896	LLY02464902		Lebri Lead Team Meeting	Robbins; Mostaghimi	Skovronsky, Nirula, Mostaghimi, Robbins, Jonsson, Klekorka	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to CRE (see Rules 401, 402).
Trial Exh 0470	1/27/2021	LLY01283820	LLY01283871		Investigator's Brochure for CD200R		Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0471	1/31/2021	LLY00864094	LLY00864097		Development Advisory Committee Lebikizumab NILEX Search & Evaluation, February 2021		Krueger	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; credibility	No foundation / personal knowledge; not relevant; subject to MLL.	Admissible under Rules 702/703; foundation will be established at trial; relevant to Lilly's development of Rezpeg and comparable drugs; Nektar opposes MLL.		
Trial Exh 0473	2/4/2021				FDA Drug Safety Communication: FDA approves Boxed Warning about increased risk of blood clots and death with higher dose of arthritis and ulcerative colitis medicine infliximab (Xeljanz, Xeljanz XR)			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; credibility	Hearsay; not relevant; subject to MLL; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0474	2/8/2021	Nektar0001389685	Nektar0001389686		Nektar Board Update Call - Outline and Notes	Nirula, Skovronsky, Jonsson, Ashrafzadeh, Schmitz, Manner, Murray, Rameyer, Pfeister, Robbins	Zalesky, Ruddick	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(es).			Incomplete (106); Relevance (401/402)	Exhibit has been supplemented for completion or Exhibit is complete. The exhibit is relevant to Lilly defenses, to rebut Nektar claims, and to witness credibility. (see Rules 401, 402).
Trial Exh 0475	2/16/2021				Torudokimab - Phase 2 Atopic Dermatitis - CSR Addendum			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0476	2/16/2021	Nektar00000884728	Nektar00000884791		Fatima email re Lilly QA questions on NKTR-358 Release COAs		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0479	2/22/2021	LLY00972575	LLY00972576	Email from Mitchell D Stayer to David C Murray-Lidia Massimi re: RE: IL-2 ISR Study		Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0482	3/8/2021	LLY00799161	LLY00799161		Email from D. Murray re Meeting Flow for IL-2 Meeting with Laurie K Tomorrow		Pfeifer, Ashrafzadeh, Klekorka	Relevant to jury's understanding of ISRs; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0483	3/8/2021	LLY00800471	LLY00800474		Email from D. Murray re IL-2 Injections Site Reaction Meeting Tomorrow - PreRead		Pfeifer, Murray, Ashrafzadeh, Klekorka	Relevant to jury's understanding of ISRs; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0484	3/9/2021	Nektar00000169611	Nektar00000169613		Email with Lilly answer to questions re revenue forecasts and phase 3 decision-making		Other Nektar Witnesses	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Foundation/Personal Knowledge (104/802)	Foundation/personal knowledge will be established at trial (see Rule 802).
Trial Exh 0485	3/11/2021	LLY00799556	LLY00799563		Email from C. Schmitz re Enrollment activities in KFAD (IL-2 conj) in AD - Need your help		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0486	3/16/2021	LLY01281052	LLY01281129			Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MRL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; not subject to MRL; Nektar opposes MRL; admissible under Rules 702/703.		
Trial Exh 0492	3/23/2021	Nektar00000633198	Nektar00000633400		Email from Ashrafzadeh re KFAD PK/ISR study		Ashrafzadeh, Kotzin, Pfeifer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; relevant to jury understanding of injection site reactions, a key issue relevant to parties' claims and defenses; cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0494	3/25/2021	LLY02114437	LLY02114497		Email from Wicher re Pre-read slide deck for GTR Antagonistic Antibody (LP4880) meeting on March 29		Nirala	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0495	3/25/2021	Nektar00000856006	Nektar00000856011		NKTR-358 Program Strategy Team Agenda & Minutes		Cheri Ali, Kotzin, Fannon, Bushell	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0496	3/25/2021	LLY00826175	LLY00826182		Email from C. Schmitz re Enrollment activities in KFAD (IL-2 conj) in AD - Restart of cohort 1 in AD with 12mg/kg		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0497	3/30/2021	LLY00985229	LLY00985231		Email from Lance Pfeifer to Carsten Schmitz and Ali Ashrafzadeh re: RE: Portfolio Turning Update PC	Ashrafzadeh; Schmitz; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0498	4/2/2021	LLY02257270	LLY02257277		Nektar-Lilly NKTR-358 JPT Minutes Final		Zalevsky, Kotzin, Nirala, Pfeifer, Ashrafzadeh, Schmitz, Murray	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0510	4/16/2021	LLY01005589	LLY01005594		Email from C. Schmitz re KFAC/KFAD - Enrollment Updates - 16Apr2021		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0515	5/3/2021	LLY00906271	LLY00906280		Email from H. Zou to V. Rajamannickam re: KFAD - Client's new/updates requests - CNF needed		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0516	5/4/2021	LLY01117099	LLY01117133			Klekorka; Murray; Pfeifer; Nirala; Ramseyer; Schmitz; Skovronsky; Zalevsky; Kotzin		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0517	5/10/2021	Nektar00000702977	Nektar00000703073		Email from Daniel Bushell to Peter Ho and Jennifer Radlock re: RE: Gilead interest in NKTR-358 partnering discussion	Radlock; Dan Bushell; Robbins		Proof of damages for Lilly's breaches	Objection to clawback document; not relevant.	Relevant to damages.		
Trial Exh 0519	5/12/2021	LLY01006319	LLY01006339		KFAC Completion Summaries Presentation		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Relevance (401/402); Hearsay (802); Confusion (403)	Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE. Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Will not confuse the jury, and balance favors admissibility (see Rules 401, 403).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0520	5/17/2021	LLY00087155	LLY00087155		Email from J. Foster re NCTR-358 Ph1 ISR/PK study protocol		Pfeifer, Ashrafzadeh, Ali	Relevant to jury's understanding of Rezpeg's clinical development; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0521	5/18/2021	LLY02427062 LLY02448342	LLY02427071 LLY02448342		BT1A Agonist Antibody LY361237 Asset Strategy	Schmitz	Nirula, Klekotka, Burhissem	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.	Hearsay; subject to ML.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Nektar opposes ML.	Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0522	5/19/2021			Teams chat messages between Carsten Schmitz and Lisa J. Hammond				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0523	5/24/2021	LLY00833164	LLY00833166		Email from C. Schmitz Re Portfolio Tiering		Pfeifer, Ashrafzadeh, Klekotka, Schmitz	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0526	6/1/2021	Nektar0000298967	Nektar0000298978		Email from M. Robin re RDPC: 25May21 RDPC Agenda and Minutes (TR04). Ex 1188		Kotzin, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Relevance (401/402); 403; MIL; Incomplete (106)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed. Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0528	6/4/2021	LLY00102775 LLY02150334	LLY00102800 LLY02150351	Article titled Once-daily upadacitinib versus placebo in adolescents and adults with moderate-to-severe atopic dermatitis (Measure Up 1 and Measure Up 2): results from two replicate double-blind, randomised controlled phase 3 trials	IL-2 Conjugate Ph2b Atopic Dermatitis Viability Assessment		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0530	6/5/2021	LLY02436047	LLY02436047			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant to claims and defenses; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; admissible under Rules 702/703.		
Trial Exh 0531	6/14/2021	LLY02436047	LLY02436047	Text message from Jeff Wilson to Lance Pfeifer		Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0532	6/14/2021	LLY02436047	LLY02436047			Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	relevance (402); 403; incomplete.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; foundation and knowledge will be established at trial; document is complete based on metadata produced by Lilly.		
Trial Exh 0532	6/14/2021	LLY02430134	LLY02430134	Text Message to Lance Pfeifer		Nirula, Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to ML.	Not subject to ML.; Nektar opposes ML.		
Trial Exh 0536	6/23/2021	LLY01022170	LLY01022229	Teams Chat between Ajay Nirula and Lance Pfeifer				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 803 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0538	6/24/2021	LLY00831800	LLY00831817	Rezpeg Investigator's Brochure		Klekotka, Murray; Pfeifer; Nirula; Ramseyer; Schmitz; Skovronsky; Zalevsky; Kotzin		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; subject to ML.	Relevant to damages; not subject to ML.; Nektar opposes ML.		
Trial Exh 0541	6/28/2021	LLY00832981	LLY00832982	Email from Michael Andrew Johnson to David Murray re: FW: Project Deaton: CFO Governance Meeting Monday June 28th from 1:30-2pm - Pre-Read		Mazin; Murray; Rao		Proof of damages caused by Lilly's breaches	No foundation / personal knowledge; not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0542	7/1/2021			Email from Carly Flench to Lance Pfeifer re: RE: IL-2 Conjugate; BoD Deck Link		Pfeifer; Ashrafzadeh; Schmitz; Klekotka; Manner; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0544	7/15/2021	Nektar0000098722	Nektar0000098722		Nektar R&D Town Hall Meeting		Zalevsky, Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Incomplete (106); Foundation/Personal Knowledge (104/602)	Exhibit has been supplemented for completion or Exhibit is complete; Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0545	7/19/2021	LLY02121559	LLY02121580		Email fro Na re CD200R BoD Meeting		Nirula, Schmitz, Murray; Klekotka, Manner	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0546	7/22/2021	LLY00945314	LLY00945316		Email from C. Shaw re Country Insights from Lebri Team		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0547	7/23/2021	LLY00832120	LLY00832120		Email from S. Boesing re Country Insights from Lebri Team (for IL-2 Atopic Derm 2b Study)		Schmitz	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.	Hearsay; subject to ML.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Nektar opposes ML.; admissible under Rules 702/703.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0549	8/2/2021			Press Release re Anifrolumab Approval		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02313136	LLY02313155			Nirula; Murray; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703; not hearsay under Rule 801; relevant for background and Lilly's development of Rezpeg and comparable drugs.		
Trial Exh 0550	8/6/2021			Project Rowling Governance Review								
							Skovronsky, Ramenyer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0551	8/10/2021	LLY01353341	LLY01353355		Email from C. Clifford re PSC Prioritization, Cost Challenge and 2022 Business Plan - Impact to LBM Development							
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); 403; Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to CRE (see Rules 401, 402).
Trial Exh 0552	8/16/2021	LLY00833881	LLY00833882		Email from C. Schmitz re CD200R timeline slide	Schmitz; Robbins; Rao	Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
		LLY02437890	LLY02437890					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0553	8/18/2021			Teams chat between Carsten Schmitz and Kimberly Jackson				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross-examination of Nektar expert witness				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
							Nirula, Skovronsky				Hearsay (802)	
Trial Exh 0554	8/19/2021	LLY02427296	LLY02427299		PKC Meeting Minutes			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
		LLY02430136	LLY02430136									
Trial Exh 0555	8/20/2021			Teams chat between Lance Pfeiffer and Ajay Nirula				Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Email from A. Scott re IL-2 KFAE: Discussion of pre-feasibility questions for countries		Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	
		LLY02430379	LLY02430379			Pfeiffer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0558	8/26/2021			Teams chat between Lance Pfeiffer and Yvonne Vandesburg				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; subject to MIL.	Foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.		
		LLY02430378	LLY02430378			Pfeiffer		Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0559	8/26/2021			Teams chat between Lance Pfeiffer and Yvonne Vandesburg				Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Email from S. Keding re CD200 phase 2 design		Klekotka, Schmitz, Manner, Murray	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0561	9/1/2021	LLY02125652	LLY02125653		Email from B. Kotzin to P. Klekotka re meeting		Klekotka	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL; hearsay.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.	Hearsay (802)	
		LLY02448344	LLY02448344			Schmitz, Pfeiffer, Robbins; Mostaghimi						
Trial Exh 0568	9/10/2021			Team Chat between Carsten Schmitz and Lance Pfeiffer				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
								Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0570	9/13/2021	LLY02073623	LLY02073668		IL-2 Conjugate BoD-Final slides		Pfeiffer, Schmitz					
		LLY02428571	LLY02428571			Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0573	9/14/2021			Teams chat between Ajay Nirula and Upul Singh				Relevant to jury understanding of BSRs, a key issue relevant to parties' claims and defenses; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Nirula and Pfeiffer Text Messages		Nirula, Pfeiffer				Hearsay (802)	
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of named Nektar witnesses.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0576	9/16/2021	LLY02435658	LLY02435661		Nirula and Kotzin Text Messages		Nirula, Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	
		LLY02430272	LLY02430272			Pfeiffer						
Trial Exh 0577	9/17/2021			Teams chat between Lance Pfeiffer and Julie Kirschling				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
		LLY00845609	LLY00845609			Pfeiffer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0581	9/20/2021			Email from Lance Pfeiffer to Asako Kado re: RE: IL-2 conjugate request & question				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 803 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; not subject to MIL; Nektar opposes MIL; admissible under Rules 702/703.		
		LLY01280958	LLY01281051			Robbins; Mostaghimi						
Trial Exh 0582	9/22/2021			Investigator's Brochure for Baricitinib (Olanmint)				Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0583	9/22/2021	LLY02451623	LLY02451623		Email from A. Ashrafzadeh re IL-2 Medical Meeting (9/22)		Ashrafzadeh, Pfeiffer, Carsten				Hearsay (802)	

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0586	9/24/2021	LLY00789832	LLY00789837	Email from Aki Matsunaga to Jean-Francois Fortin, Kathryn Ramseier, and others re: RE: Bari-AD - business case rationale		Ramseier		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Respeg and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation and knowledge will be established at trial.		
		LLY00789834	LLY00789837			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant; probative value outweighed by risk of jury confusion (403).	Admissible under Rules 702/703; foundation will be established at trial; relevant to Lilly's development of Respeg and comparable drugs; Rule 403 balancing favors admission.		
Trial Exh 0590	9/29/2021	LLY00436768	LLY00436768	Baricitinib Follow-up US AD Launch		Manner; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0592	10/5/2021			TPO Assessment Request								
Trial Exh 0593	10/6/2021			Email from P. Klekotka re Atopic dermatitis master protocol		Schnitz	Robbins	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Respeg; Relevant to Lilly's efforts, expertise, and resources to develop Respeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY00845895	LLY00845895					Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; subject to MLL.	Relevant to Lilly's development of Respeg and comparable drugs; Nektar opposes MLL.	Hearsay (802)	
Trial Exh 0595	10/11/2021	LLY01338395	LLY01338399	Okumant AD in US Summary of Recommendation, Considerations & Updates Oct11 PEG pag. mail								
Trial Exh 0596	10/12/2021	LLY02430582	LLY02430582	Teams Chat Messages - Jeremy Hacksteg; Jonathan McClain		Hacksteg		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
		LLY00144612	LLY00144778					Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0598	10/13/2021			Investigation Protocol SR Mitigation Quantitative Report - Prepared by the Link Group; Filed July - Sept 2021								
Trial Exh 0599	10/14/2021	LLY02431197	LLY02431200	Teams chat between David Manner and Jonathan Denne		Manner		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
		LLY00845185	LLY00845188					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial.		
Trial Exh 0600	10/15/2021			Email from Carsten Schnitz to Paul Klekotka re: Advisory board AD summary								
Trial Exh 0602	10/17/2021	LLY02430458	LLY02430458	Teams chat between Kathryn Ramseier and Lance Pfeifer		Pfeifer; Ramseier		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
		LLY02428934	LLY02428934					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
Trial Exh 0604	10/20/2021	LLY02428935	LLY02428935	Teams chat between Carsten Schnitz and Dipak Patel		Schnitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
Trial Exh 0605	10/20/2021	LLY00847491	LLY00847491	Email from Stephen Boesing to Lance Pfeifer re: Stephen Boesing mentioned you in "2021-11-01 IL-2 Conjugate BoD"		Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Cumulative or duplicative.	Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
		LLY02133900	LLY02133903					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0607	10/27/2021			Email from Julie Maxwell to David Murray re: FW: adboard summary AD Sept. 15 2021								
Trial Exh 0608	10/27/2021	LLY02074922	LLY02074956	CD200R Against Antibody Board of Directors Deck		Schnitz; Klekotka		Relevant to Lilly's efforts, expertise, and resources to develop Respeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete.
		LLY02466198	LLY02466200					Relevant to Lilly's efforts, expertise, and resources to develop Respeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0610	10/27/2021	LLY02466660	LLY02466661	CD200R Against Antibody Board of Director: Meeting Minutes								
Trial Exh 0614	11/2/2021	LLY02428848	LLY02428848	Teams chat between Carsten Schnitz and Lance Pfeifer		Schnitz; Pfeifer; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses).				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0616	11/3/2021	Nektar00000633007	Nektar00000633008	Email from A. Ashrafzadeh re: IL-2 Conjugate Medical Meeting			Kotzin; Ashrafzadeh; Pfeifer; Manner				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0617	11/3/2021	LLY00843486	LLY00843502	Email from I. Ransner re: R&D Business Plan Review		Skvoronsky; Robbins; Bubusien		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Respeg; Relevant to Lilly's efforts, expertise, and resources to develop Respeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Respeg; cross examination of the named Nektar witnesses).				No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0619	11/4/2021	N/A		Nektar Therapeutics FQ3 2021 Earnings Call Transcripts			Robin; Radlock; Zalesky				403; Relevance (401/402); MLL	
Trial Exh 0620	11/11/2021	Nektar00000593061	Nektar00000593064	NKTR-358 strategy team minutes			Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Respeg; cross examination of the named Nektar witnesses).			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0625	11/15/2021	LLY00842477	LLY00842477	Email from Carsten Schmitz to Paul Klekoka / Ali Ashrafzadeh re: KFAD (IL-2 PEG AD) - positive feedback from CRAs		Schmitz, Klekoka; Ashrafzadeh; Pfeifer; Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807; foundation and knowledge will be established at trial.		
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0626	11/18/2021	LLY00842080	LLY00842080	Email from L. Pfeifer re CD2008-PIC Debrief		Nirula; Ramseyer; Ashrafzadeh; Pfeifer; Klekoka; Evans; Robbins	Schmitz, Pfeifer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative and duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY01291628	LLY01291669					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	No foundation / personal knowledge; subject to MIL.	Foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0635	12/3/2021	LLY02131588	LLY02131608	Investigator's Brochure for BTLA-Aginst		Lancaster, Rodger Taylor; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	No foundation / personal knowledge; subject to MIL.	Foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.		
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0637	12/6/2021			Email from Rodger Taylor to Lance Pfeifer and Mathilde Merlet re: FW: Talar: New Formulation VAS Scores				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0638	12/6/2021	LLY02130405	LLY02130406	Email from R. Minderman re CD2008-PIC update			Manner, Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0639	12/8/2021	Nektar00001389977	Nektar00001390002	Email from J. Zalevsky re Lilly Deck		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer	Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).	Parent email not included - no foundation / personal knowledge.	Updated to include parent email; foundation and knowledge will be established at trial.	Incomplete (106); Relevance (401-402); MIL	Exhibit has been supplemented for completion or Exhibit is complete. The exhibit is relevant to Lilly defenses, to rebut Nektar claims, to witness credibility, and to CRE (see Rules 401, 402). MIL is opposed.
		LLY00960111	LLY00960139					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0640	12/10/2021			Email from Tejpal Patel to Robert Minderman re: RE: IL-2 Core Team: Slide deck presented				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0641	12/10/2021	LLY02075693	LLY02075740	Email from J. Zalevsky to D. Skovronsky re Some Information			Skovronsky, Nirula, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401-402); MIL	The exhibit is relevant to rebut Nektar claims and cross examine Nektar witness (see Rules 401, 402). MIL is opposed.
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0647	12/17/2021	Nektar00000007815	Nektar00000007821	Email from C. Ali re NKTR-358 Strategy Team update - 15DEC21			Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Foundation/Personal Knowledge (104-402)	Foundation/personal knowledge will be established at trial (see Rule 602).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0648	12/17/2021	Nektar000000099245	Nektar000000099245	Email from J. Zalevsky re Excellent Investor Day			Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0652	1/10/2022	LLY02436231	LLY02436232	Jonsson Email to Murray Re IL-2 Board of Directors Pre-Read		Skovronsky; Robbins; Mostaghimi;	Jonsson, Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).	Not relevant (certain attachments)	Relevant background and relevant to Lilly's CRE obligations and development of Rezpeg and comparator drugs.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY00143385	LLY00143621					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0656	1/11/2022			Confidential: IL-2 KFAD (AD) Interim Analysis #4 - Unblinded Data for BoD			Nirula, Skovronsky, Jonsson, Ashrafzadeh, Schmitz, Manner, Murray, Pfeifer, Klekoka	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0657	1/13/2022	LLY02468615	LLY02468618	IL-2 Conjugate BOD meeting minutes		Schmitz, Ashrafzadeh; Murray; Manner; Hucksstep; Pfeifer; Klekoka; Rodger Taylor; Rao		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY02429680	LLY02429680					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0660	1/14/2022			Teams chat between Carsten Schmitz and others				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0661	1/14/2022	Nektar00000073451	Nektar00000073452	Email from C. Schmitz re IL-2 Peg AD study - Flow cytometry/PD		Schmitz, Ashrafzadeh, Kotzin	Schmitz, Ashrafzadeh, Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY00232278	LLY00232309					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0663	1/18/2022			Type C Briefing Document Rezpeg				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0664	1/18/2022	LLY02326632	LLY02326699	Email from J. Tan re AdD Master Protocol Kick Off meeting - PreReads			Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802); Relevance (401-402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0666	1/19/2022	Nektar0000966727	Nektar0000966888	Nektar Therapeutics Board of Directors/ Meeting Minutes 2022		Murray; Hucksstep; Ramseyer; Pfeifer; Rodger Taylor	Robin, Raddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).	Subject to MIL.	Nektar opposes MIL.	Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
		LLY02430515	LLY02430515					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0667	1/20/2022			Teams chat between David Murray, Douglas Costello, and others		Ramseyer		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).	Subject to MIL.	Nektar opposes MIL.		
		LLY01323379	LLY01323379					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
Trial Exh 0668	1/20/2022			Teams chat between Kathryn Ramseyer and Mitchell Stayer				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY00961762	LLY00961766			Huckstep; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0670	1/20/2022			High Level Contract Overview								
						Nirula; Shorotskiy; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeister; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; not subject to MLL; Nektar opposes MLL; admissible under Rules 702/703.		
Trial Exh 0675	1/28/2022			Press Release re Otumiant SLE Discontinuation		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Repeg and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation will be established at trial.		
				PR Newswire, "Updates on OLIMIAN70 (baricitinib) Phase 3 Lupus Program and FDA Review for Atopic Dermatitis," January 28, 2022, available at <a href="https://www.prnewswire.com/news-releases/updates-on-olimiant-baricitinib-phase-3-lupus-program-and-fda-review-for-atopic-dermatitis-301470399.html">https://www.prnewswire.com/news-releases/updates-on-olimiant-baricitinib-phase-3-lupus-program-and-fda-review-for-atopic-dermatitis-301470399.html</a> .								
Trial Exh 0676	1/28/2022											
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(s)			Hearsay (802); 403; Relevance (401-402); MLL.	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MLL is opposed.
Trial Exh 0677	1/28/2022	Nektar0000086227	Nektar0000086227		Email from A. Ashrafzadeh re Ad Hoc IL-2 Medical Meeting		Kotzin, Ashrafzadeh, Pfeister, Munner, Schmitz, Munner					
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(s)				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0678	1/28/2022	Nektar00000276140	Nektar00000276141		Email from A. Ashrafzadeh to B. Kotzin re possible meeting next week		Kotzin, Ashrafzadeh				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; Relevant to Lilly's efforts, expertise, and resources to develop Repeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0679	1/31/2022	LLY01007187	LLY01007190		Email from C. Schmitz re KFAD; favor to ask		Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; relevant to jury understanding of BRS, key issues relevant to parties' claims and defenses.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0681	2/2/2022	LLY02128496	LLY02128500		Email from Klekotka re IL-2 Ph2 AD (KFAD); Pre-CV Leadership Checkpoint		Klekotka, Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY01197700	LLY01197793			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant background; relevant to Lilly's CRE obligations and development of Repeg; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0683	2/2/2022			Protocol Number J1P-MC-KFAL (b)		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant background; relevant to Lilly's CRE obligations and development of Repeg; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0684	2/2/2022	LLY01197686	LLY01197699									
				Rationale for High Dose Selection in Study J1P-MC-KFAL.								
Trial Exh 0686	2/4/2022	LLY02467065	LLY02467070		ITLA Board of Directors Meeting Minutes		Nirula				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Relevant to Lilly's efforts, expertise, and resources to develop Repeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 402).
Trial Exh 0688	2/9/2022	LLY02129003	LLY02129015		CD200R Asset Strategy		Murray, Schmitz, Klekotka, Nirula				Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104-602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0689	2/9/2022	LLY00838289	LLY00838293		Email from A. Nirula to H. Bryant and A. Nudelsky re: Goals 2022		Nirula				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(s).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0691	2/13/2022	Nektar00000875879	Nektar00000875900		Nektar Therapeutics (NKTR) Fireside chat		Kotzin, Ruddock					
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(s).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0692	2/13/2022	Nektar00000875901	Nektar00000875926		Nektar Therapeutics (NKTR) Fireside chat		Kotzin, Ruddock					
		LLY00735591	LLY00735591			Klekotka; Ramseyer; Lace Pfeister		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Repeg.		
Trial Exh 0693	2/15/2022			Email from Paul Klekotka to Kathryn Ramseyer re: RE: Draft internal communication message								
		LLY01284723	LLY01284764			Nirula; Ramseyer; Ashrafzadeh; Pfeister; Klekotka; Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Repeg and comparator drugs; Rule 403 cumulative or duplicative objection can be resolved at trial and balance favors admissibility; foundation and knowledge will be established at trial.		
Trial Exh 0702	2/25/2022			Investigator's Brochure G1TR Antagonist Antibody								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(s)				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0703	2/26/2022	Nektar0000086042	Nektar0000086043		Message from C. Schmitz to B. Kotzin re Atopic Dermatitis protocol P12b (draft) - KFAD		Kotzin, Schmitz				Hearsay (802)	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(s).			Error: Exhibit Not Provided	Exhibit has been supplemented.
Trial Exh 0704	2/27/2022	Nektar00000635711	Nektar00000636143		Email from Kotzin re Copies for new computer		Kotzin					

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0705	2/28/2022	N/A			Nektar Therapeutics PQ4 2021 Earnings Call Transcript		Robin, Rudlock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			403; Relevance (401-402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0706	3/1/2022	Nektar0000724978	Nektar00000725071		Email from W. Taylor re NKTR Analyst Notes 3.01.22		Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Hearsay (802); Relevance (401-402); 403; MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly's defenses, rebutting Nektar's claim, and to CRE (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403); MIL is opposed.
Trial Exh 0711	3/14/2022	N/A			Nektar Therapeutics Shareholder / Analyst Call Transcript		Robin, Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			403; Relevance (401-402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0712	3/14/2022	N/A			Lafluck, K. "BMS-Nektar's Opdivo combo fails phase 3 in upset to once-largest licensing deal in biotech history," <i>Forbes</i> Biotech		Robbins	Relevant to jury understanding of Nektar's business and assets, a key issue relevant to parties' claims and defenses; cross examination of Nektar expert witness			403; Relevance (401-402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0713	3/14/2022	Nektar00000595239	Nektar00000595265		Email from H. Robin to Nektar employees		Robin	Relevant to jury understanding of Nektar's business and assets, a key issue relevant to parties' claims and defenses; cross examination of Nektar expert witness			Relevance (401-402); 403; MIL	The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed.
Trial Exh 0714	3/14/2022	Nektar0000723794 LLY01323445	Nektar0000723832 LLY01323447		Email from Sword re Coverage Report, 3/14		Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Hearsay (802); Relevance (401-402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly's defenses, rebutting Nektar's claim, and to CRE (see Rules 401, 402); MIL is opposed.
Trial Exh 0717	3/15/2022			Teams chat between Kathryn Ramseyer and others		Ramseyer; Ashrafzadeh; Rodger Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0718	3/15/2022	LLY02466320	LLY02466323		GTR Antagonist Board of Directors Meeting Minutes		Nirula, Manner	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0719	3/15/2022	LLY00933519	LLY00933520		Email from S. Na re: 2022-March-16-CD200R BoD Slide 19		Nirula, Klekotka, Schmitz	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0720	3/16/2022	LLY02465841	LLY02465896		CD200R Agonist Antibody (AL LY3454738) Board of Directors		Krueger, Klekotka, Schmitz	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104-902)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0721	3/16/2022	LLY02466592	LLY02466594		CD200R Agonist Antibody Board of Directors Meeting Minutes		Nirula, Schmitz, Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0722	3/16/2022	Nektar00000777121 LLY01306761	Nektar00000777122 LLY01306763		Sasaki email attaching BOD materials draft		Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0725	3/18/2022			Email from Sheng Hu Wu to Ajay Nirula re: RE: IL-2 AD Ph2b China question		Nirula	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.			
Trial Exh 0726	3/21/2022	Nektar00000138588	Nektar00000138588		Email from Ali re Placeholder Participation at Weekly EC Meeting: NKTR-358 Update continued		Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0727	3/21/2022	Nektar00000138589	Nektar00000138589		Ex. 1238 - Nektar Executive Committee Meeting Deck		Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Foundation/Personal Knowledge (104-902); Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0728	3/21/2022	Nektar00001392187 LLY01289222	Nektar00001392189 LLY01289286		NKTR-358: Program Update		Kotzin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Error: Exhibit Not Provided	Exhibit has been supplemented.
Trial Exh 0730	3/22/2022			Investigator's Brochure for Talzt		Nirula; Ramseyer; Ashrafzadeh; Pfeiffer; Klekotka; Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; not subject to MIL; Nektar opposes MIL; foundation and knowledge will be established at trial.		



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0732	3/25/2022	LLY02138627	LLY02138628	Email from Robert Draper to R.J. Forbes et al. re:		Murray, Pfeifer, Hackstorp		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	No foundation / personal knowledge; Not relevant.	Foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg and to damages.		
								Relevant to jury understanding of Lilly immunology strategy, a key issue relevant to parties' claims and defenses; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0735	3/28/2022	LLY02305730	LLY02305732		Jonsson Email to Nirula, Elic Re Feedback Requested: Immunology Leadership Summit Objectives and Agenda		Jonsson, Nirula, Murray, Klekotka, Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0736	3/28/2022	LLY01018823	LLY01018852		Lilly Protocol Overview		Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY00692146	LLY00692148					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0740	3/30/2022	LLY00692258	LLY00692275	Email from Nicole Elizabeth Campbell to Multiple Recipients re: PW: IL-2 KFAE Final Country Allocation v1 (29-Mar-2022)		Schmitz, Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant to claims and defenses.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0742	3/30/2022			Email from Hiroe Torisu-Bakura to Nicole Elizabeth Campbell; Carsten Schmitz re: RE: KFAE Protocol Approval		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0743	3/30/2022	LLY00853620	LLY00853621	Email from Petra Kraus to Andrea Schloeb: Carsten Schmitz /Vera Zota re: AW: adboard Gemmy June 2022		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; Not relevant; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807; relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0744	3/31/2022	LLY00852782	LLY00852782	Email from Robert Jan Benschoep to Carsten Schmitz /Amy J Schramm re: RE: KFAE PD and biopsy data and Dermtech for KFAE		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; Not relevant; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807; relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0745	4/1/2022	LLY02429895	LLY02429895	Team chat between Carsten Schmitz and Paul Klekotka		Schmitz, Klekotka, Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0747	4/4/2022	Nektar0000027021	Nektar0000027025		Emails between B. Li, C. Ali, Q. Zheng, Y. Liu, and H. Ma re NKTR-358 Strategy Team update - 25MAR22		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Foundation/Personal Knowledge (104/802)	Foundation/personal knowledge will be established at trial (see Rule 802).
Trial Exh 0748	4/5/2022	LLY00595182	LLY00595182		Issue Review Meeting Documentation		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0752	4/6/2022	Nektar0000147164	Nektar00000147165		Email from H. Patel re [External] re: IL-2 Conjugate Medical Team Meeting		Ashrafzadeh, Kotzin, Pfeifer, Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(es).	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0754	4/8/2022	LLY01351795	LLY01351798	Teams chat between Carsten Schmitz and Dipak Patel		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0755	4/11/2022			Email from David Murray to Mitchell Stayer, Ana Vaz re: RE: Sanofi Immunology Investor Event		Murray; Rameyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; Not relevant; subject to MIL; hearsay.	Foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807.		
Trial Exh 0760	4/15/2022	Nektar00000151734	Nektar00000151736		Email from J. Bledsoe to D. Budwick re Nektar/BMS Coverage, 4/14		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802); 403; Relevance (401/402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). MIL is opposed.
Trial Exh 0761	4/15/2022	Nektar00000943988	Nektar00000943989		Zalevsky Dobersen Text Message		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401/402); 403; MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403), MIL is opposed.
Trial Exh 0763	4/18/2022	LLY02435974	LLY02435981		Text message with Dan S. re: UC facility		Nirula	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Relevance (401/402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly defenses, to rebut Nektar claims, and to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0764	4/18/2022	LLY02460189	LLY02460250		Spring 2022 Portfolio Review		Skovronsky, Robbins, Barbusius	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Relevant to Lilly's defenses, to rebut Nektar's claims, and to CRE.

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02429133	LLY02429133			Schmitz		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MLL; not relevant.	Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 0767	4/19/2022			Teams chat between Carsten Schmitz and Nicole Campbell								
Trial Exh 0768	4/19/2022	Nektar0000090427	Nektar0000090428		Email from J. Ruddock to P. Klekotka re: Interim analysis results	Schmitz, Klekotka	Kotzin, Zalevsky, Ruddock, Nirula, Klekotka, Pfeiffer, Hucklestep	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802); 403; Relevance (401-402); MLL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MLL is opposed.
Trial Exh 0772	4/20/2022	LLY02138003	LLY02138008	Email from Carsten Schmitz to Eric Saunders re: RE: UPDATE: ACTION NEEDED: Executive Summaries from contracted meetings at AAD 2022		Schmitz, Klekotka		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; subject to MLL	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807.		
Trial Exh 0773	4/20/2022	Nektar00000721929	Nektar00000721933		Email from Taylor re: Catch up Rodger-Jennifer - Lilly FAQ Draft		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0774	4/21/2022	Nektar00000935231	Nektar00000935236		Email from Ruddock re Q&A, call prepared remarks and call information		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es)				Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0775	4/22/2022	Nektar00000867237	Nektar00000867251		Email with JJ Edits to Investor Call Script		Zalevsky, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of Nektar's business, a key issue relevant to parties' claims and defenses; Cross-examination of named Nektar witnesses.			Relevance (401-402); 403; MLL	The exhibit is relevant to Lilly defenses, to rebut Nektar claims, and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MLL is opposed.
Trial Exh 0776	4/23/2022	Nektar00000730473	Nektar00000730508		Email from Ruddock re Materials for 4.25 Call for JPM Review		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es)			Relevance (401-402); 403; MLL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MLL is opposed.
Trial Exh 0777	4/25/2022	N/A			Transcript of Nektar Therapeutics Special Call		Ruddock, Robin, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(es)			403; Relevance (401-402); MLL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0778	4/25/2022	Nektar00000730462	Nektar00000730467		Email from J. Ruddock to R. Taylor re Q&A, call prepared remarks and call information - Lilly edits		Ruddock, Ramseyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0779	4/25/2022	N/A	N/A		SF Business Times Article: "Nektar to cut 500 jobs, sublease some BayArea space after clinical trial failures." <a href="https://www.bizjournals.com/sanfrancisco/news/2022/04/25/cancer-job-cuts-nektar-skin-biopy-biopy-lly-lupus.html">https://www.bizjournals.com/sanfrancisco/news/2022/04/25/cancer-job-cuts-nektar-skin-biopy-biopy-lly-lupus.html</a>		Robin,Zalevsky, Kotzin, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of Nektar's business, a key issue relevant to parties' claims and defenses; Cross-examination of named Nektar witnesses.			Relevance (401-402); 403; MLL	The exhibit is relevant to Lilly defenses, to rebut Nektar claims, and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MLL is opposed.
Trial Exh 0781	4/26/2022	Nektar00001391973	Nektar00001392096		Email from J. Burnard re Q1-22 10-Q Disclosure Committee		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es)			Incomplete (106); Relevance (401-402); MLL	Exhibit has been supplemented for completion or Exhibit is complete. The exhibit is relevant to Lilly defenses, to rebut Nektar claims, to witness credibility, and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 0782	4/26/2022	Nektar00001393090	Nektar00001393091		Email from J. Zalevsky re Q1-22 10-Q Disclosure Committee		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es)			Relevance (401-402); MLL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MLL is opposed.
Trial Exh 0784	4/27/2022	Nektar00000636156	Nektar00000636176		Email from Zalevsky attaching 4/25/2022 Investor Call Script and Slides		Zalevsky, Ruddock, Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of Nektar's business, a key issue relevant to parties' claims and defenses; Cross-examination of named Nektar witnesses.			Relevance (401-402); 403; MLL	The exhibit is relevant to Lilly defenses, to rebut Nektar claims, and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MLL is opposed.
		LLY02137443	LLY02137446			Schmitz		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0786	4/28/2022			Email from Marilin Melendez-Rios to Petra Koss, Carsten Schmitz, Stephen Boesing re: RE: !!!! KFAE IMPORTANT UPDATE!!!! PLEASE READ!!!!								
Trial Exh 0788	4/30/2022	Nektar00000147233	Nektar00000147234		Email from Kotzin re IL-2 Conjugate Medical Meeting		Kotzin, Ashrafzadeh	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses(es)			Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0789	5/1/2022			U.S. Food and Drug Administration, "OLUMMIANT (baricitinib) Tablets, for Oral Use," May 2022, available at <a href="https://www.accessdata.fda.gov/drugsatfda_docs/label/2022/207924d000b1.pdf">https://www.accessdata.fda.gov/drugsatfda_docs/label/2022/207924d000b1.pdf</a>				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; MLL	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exceptions under Rules 803-807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MLL; Nektar opposes MLL; foundation will be established at trial.		
		LLY00848156	LLY00848158			Klekotka, Schmitz, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0790	5/2/2022			Email from Carsten Schmitz to Anja Koester re: RE: CD200R NLEX (Project Podium)								
		LLY02430669	LLY02430669			Hucklestep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL; no foundation / personal knowledge.	Nektar opposes MLL; foundation and knowledge will be established at trial.		
Trial Exh 0793	5/4/2022				Teams chat between Jeremy Hucklestep and Wai Yeng Wong							

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02428682	LLY02428682			Schmitz, Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
Trial Exh 0794	5/4/2022	LLY01197930	LLY01197994	Teams chat between Carsten Schmitz and Kathryn Ramseyer								
		LLY01197930	LLY01197994			Zalevsky; Kotzin; Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Manner; Murray; Montgumien; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0797	5/5/2022	LLY01196687	LLY01196745	Development Safety Update Report (DSUR) for Rezpeg				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0798	5/5/2022			Development Safety Update Report 2022								
Trial Exh 0799	5/5/2022	Nektar00000012430	Nektar00000012430		Email from J. Ruddock to V. Wu re Pull articles -- can you pull these for me?		Ruddock	Cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
		LLY02428671	LLY02428671			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
Trial Exh 0800	5/6/2022			Teams chat between Carsten Schmitz and Michael John Terrence								
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0807	5/11/2022	LLY02426905	LLY02426930		Project Podium Immunology NILEX Strategy		Murray, Jonsson, Nirula	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Nektar opposes MLL.		
Trial Exh 0808	5/12/2022	LLY02448371	LLY02448371			Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0808	5/12/2022	LLY02428951	LLY02428951	Teams chat between Carsten Schmitz and Dipak Patel		Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL; no foundation / personal knowledge.	Nektar opposes MLL; foundation and knowledge will be established at trial.		
Trial Exh 0809	5/12/2022			Teams chat between Carsten Schmitz and Dipak Patel								
		LLY00930100	LLY00930102			Pfeifer; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0810	5/12/2022			Email from Seth Grimes to Stuart Gregory, Lance Pfeifer re: RE: Nektar IL-2 Milestones								
		LLY02428952	LLY02428952			Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL; Not relevant.	Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0815	5/13/2022			Teams chat between Carsten Schmitz and Dipak Patel								
		LLY02430083	LLY02430084			Murray		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; subject to MLL.	Foundation and knowledge will be established at trial; not subject to MLL; Nektar opposes MLL.		
Trial Exh 0816	5/13/2022			Teams chat between David Murray, Mitch Stayer, and Jamie Maxwell								
		LLY00857332	LLY00857374			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 0823	5/15/2022			CD200R Agonist Antibody (AL LY3454738) BOD Update								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0824	5/17/2022	LLY02466662	LLY02466704		CD200R Agonist Antibody (AL LY3454738) Board of Directors		Nirula, Schmitz, Klekotka, Manner	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.	Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 802).
		LLY02448523	LLY02448523			Huckstap		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0829	5/18/2022			Teams chat between Jeremy Huckstap and Melissa Ruscitti								
		LLY00857463	LLY00857464			Ramseyer; Klekotka; Pfeifer; Rodger Taylor; Ashrafzadeh		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Duplicative.	Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 0830	5/18/2022			Email from Paul Klekotka to Rodger Taylor; Kathryn Ramseyer, Lance Pfeifer, Ali Ashrafzadeh re: Re: IAC recommendations								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				
Trial Exh 0831	5/18/2022	LLY02435982	LLY02435987		Texts with Dan re: interim lapus results		Nirula	Relevant to jury's understanding of Rezpeg's clinical development; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Email from J. Foster re KFAN: Consolidated comments on the draft protocol		Ramseyer, Ashrafzadeh, Pfeifer					Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0832	5/18/2022	LLY01298690	LLY01298770			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.	Hearsay (802)	
		LLY00857463	LLY00857464									
Trial Exh 0836	5/18/2022			Email from Paul Klekotka to Rodger M Taylor ;Kathryn E Ramseyer;Lance A. Pfeifer ;Ali Ashrafzadeh re: Re: IAC recommendations				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MLL; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg.		
		LLY02428633	LLY02428633			Schmitz; Rao						
Trial Exh 0837	5/19/2022			Teams chat between Carsten Schmitz and Julie Maxwell								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0838	5/19/2022	LLY00857070	LLY00857070		Email from P. Klekotka re CD200 clinical plan	Schmitz; Pfeifer; Rao	Schmitz, Klekotka	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.	Hearsay (802)	
		LLY02448347	LLY02448347									
Trial Exh 0843	5/20/2022			Teams chat between Carsten Schmitz and Lance Pfeifer								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0844	5/20/2022	LLY02472171	LLY02472171		Email from P. Klekotka to B. Kotzin re Meeting next week		Klekotka, Kotzin				Hearsay (802)	

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0845	5/20/2022	LLY00856942 LLY01299613	LLY00856944 LLY01299616		Email from D. Manner re Table request for next week		Schmitz, Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0852	5/22/2022			Email from Nicole Hu to Carly J Fleisch; Wen Jing Liu re: RE: Rezpeg/leukin PK2 SLE Interim Assessment 3 readout and Next Steps		Pfeifer, Evans		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0853	5/23/2022	LLY02472169	LLY02472170		Emails between K. Ramseyer, A. Nirula, and P. Klekorka re IAC results		Ramseyer, Nirula	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0858	5/26/2022	Nektar00000217683	Nektar00000217683		Email from A. Ashrafzadeh re IL-2 Conjugate Medical Meeting		Kotzin, Ashrafzadeh, Schmitz, Pfeifer, Klekorka	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(s).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0859	5/26/2022	Nektar00000276121 LLY02304543	Nektar00000276121 LLY02304546		Email from A. Ashrafzadeh re IL-2 Medical Meeting		Kotzin, Ashrafzadeh, Schmitz, Pfeifer, Klekorka	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(s).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0865	5/31/2022			Email from Cheryl Baker to Hong Zou, Carsten Schmitz, Paul Klekorka, and others re: [EXTERNAL] REVIEW TIMELINE: EADV 2022 disclosure - KFAD safety/toxicity/PK		Zou, Manner; Schmitz; Nirula; Klekorka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial.		
Trial Exh 0866	5/31/2022	LLY00101638	LLY00101638		IL-2 Conjugate Product Development Plan		Nirula; Huckstep; Klekorka; Ramseyer; Pfeifer; Rodger Taylor; Schmitz; Manner; Murray; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	No authentication; no foundation / personal knowledge.	Authentication established by Lilly producing document in response to Nektar's production requests; authentication, foundation, knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0867	5/31/2022	Nektar00000863648 LLY00855612	Nektar00000863654 LLY00855620		NKTR-35R Program Team Agenda & Minutes		Kotzin, Ruddock, Fantom, Cheri Ali	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 0873	6/1/2022			Email from Purni Prajapati to Carsten Schmitz re: RE: KFAD interim upcoming BoD/JPT meetings		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0874	6/1/2022			U.S. Food and Drug Administration, "Depixent Label," available at <a href="https://www.accessdata.fda.gov/drugsatfda_docs/label/2022/761055d042b01.pdf">https://www.accessdata.fda.gov/drugsatfda_docs/label/2022/761055d042b01.pdf</a> .		Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay (801); relevance (402); foundation; 403; MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; relevant to credibility and Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation will be established at trial.		
Trial Exh 0875	6/1/2022	Nektar0000090755	Nektar0000090755		Email from C. Ali re June 1 meeting topics		Huckstep, Ruddock, Pfeifer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses(s).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0876	6/1/2022	Nektar00000728008 LLY02428859	Nektar00000720136 LLY02428859		Email from F. Curtis to J. Ruddock re Lilly agreement and Lilly-Nektar Early Clinical Phase Supply Agreement		Schmitz, Pfeifer; Robbins; Rao	Relevant to License Agreement terms and/or compliance.	Subject to MIL.	Nektar opposes MIL.	Relevance (401/402); Privilege (Nektar00000720121)	The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules 401, 402); Family contains non-privileged documents.
Trial Exh 0878	6/2/2022	LLY02429134	LLY02429134		Teams chat between Carsten Schmitz and Lance Pfeifer		Schmitz; Robbins; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0879	6/2/2022	LLY02428634	LLY02428634		Teams chat between Carsten Schmitz and Nicole Campbell		Schmitz; Robbins; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0880	6/3/2022	LLY02436302	LLY02436362		Teams chat between Carsten Schmitz and Julie Maxwell		Jonsson; Skovronsky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.		
Trial Exh 0883	6/6/2022	LLY00778010	LLY00778012		Email from Lucas Montance to David Ricks re: 2022 Strategic Plan Corporate Financial Overview - pre-read		Schmitz; Ramseyer; Klekorka; Pfeifer; Ashrafzadeh; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0885	6/7/2022	LLY02428684	LLY02428684		Email from Carsten Schmitz to Kathryn Ramseyer re: RE: Clinical Team meeting with Nektar June 8th		Schmitz; Ramseyer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0886	6/8/2022	LLY02448319	LLY02448319		Teams chat between Carsten Schmitz and Kathryn Ramseyer		Schmitz; Ramseyer; Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MIL.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 0887	6/8/2022	LLY02428954	LLY02428954		Teams chat between Carsten Schmitz and Dipak Patel		Schmitz; Robbins; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0888	6/8/2022							Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0889	6/8/2022	Nektar00000774916 LLY02430522	Nektar00000774940 LLY02430522		Email re NKTR-35b eligibility criteria		Robin, Sasaki	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.	Relevance (401/402)	
Trial Exh 0895	6/9/2022				Teams chat between Jeremy Huckstep and Kelly Fuchs		Huckstep	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02428685	LLY02428685			Rameyer, Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0896	6/9/2022	LLY02430504	LLY02430504	Teams chat between Carsten Schmitz and Kathryn Rameyer		Huckstep, Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0897	6/9/2022			Teams chat between Jeremy Huckstep and Ali Ashrafzadeh				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0898	6/9/2022	LLY00854256	LLY00854265		Email from C. Schmitz re Today's Slides: IL-2 A/D Interim Slides		Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0899	6/9/2022	LLY00931831	LLY00931840		Email from A. Ashrafzadeh re KFAE Interim Slides		Ashrafzadeh, Kotzin, and Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0902	6/10/2022	LLY00854961	LLY00854966		Email from D. Skovronsky re Future A/D studies		Skovronsky, Nirula, Klekotka	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL	Hearsay (802)	
		LLY02429028	LLY02429028			Schmitz, Robbins; Rao						
Trial Exh 0904	6/13/2022			Teams chat between Carsten Schmitz and Ziqiao Wang								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0905	6/13/2022	LLY00775245	LLY00775248		Email from P. Klekotka re AD slides		Nirula, Klekotka				Hearsay (802)	
		LLY02428955	LLY02428955			Schmitz, Mustanghim; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0907	6/14/2022			Teams chat between Carsten Schmitz and Dipak Patel								
		LLY02428861	LLY02428861			Schmitz, Pfeiffer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0908	6/14/2022			Teams chat between Carsten Schmitz and Lance Pfeiffer								
								Cross examination of the named Nektar witnesses(s)			Relevance (401/402); 403; MFL	The exhibit is relevant to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MFL is opposed.
Trial Exh 0909	6/14/2022	Nektar00000729380	Nektar00000729388		Email from J. Ruddock re WSJ Reporter		Robin, Ruddock		Subject to MFL	Nektar opposes MFL		
		LLY02428956	LLY02428956			Schmitz, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0911	6/15/2022			Teams chat between Carsten Schmitz and Dipak Patel								
		Nektar00000774866	Nektar00000774868			Sasaki; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703		
Trial Exh 0916	6/15/2022			Email from Eric F Wang to Multiple Recipients re: [EXTERNAL] RE: Project Newbirth / EPI discussion								
		LLY02428896	LLY02428896			Schmitz, Mustanghim; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0917	6/16/2022			Teams chat between Carsten Schmitz and Gourab Datta								
		LLY02437871	LLY02437873			Schmitz, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MFL	Nektar opposes MFL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807		
Trial Exh 0918	6/16/2022			Teams chat between Carsten Schmitz and Dipak Patel								
		LLY02474857	LLY02474866			Johnson, Rameyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0919	6/16/2022			Text messages between Patrick Johnson and Kathryn Rameyer								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0920	6/16/2022	LLY02430148	LLY02430149		Teams messages with Nirula and Pfeiffer		Nirula				Hearsay (802)	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s)				Exhibit has been supplemented for completion or Exhibit is complete
Trial Exh 0921	6/16/2022	Nektar00000863568	Nektar00000863571		Email from J. Ruddock re Lilly Letter, Final to Letterhead		Ruddock, Robin, Zalevsky, Kotzin		Subject to MFL	Nektar opposes MFL	Incomplete (106)	
		LLY02448495	LLY02448495			Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 0924	6/17/2022			Teams chat between Jeremy Huckstep and Kimberly Koch								
		LLY02428957	LLY02428957			Schmitz, Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0925	6/17/2022			Teams chat between Carsten Schmitz and Dipak Patel								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(s)				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0926	6/17/2022	LLY02428059	LLY02428059		Teams Messages Between C. Schmitz and D. Patel		Schmitz				Hearsay (802)	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0927	6/17/2022	LLY02429714	LLY02429716		Teams Messages Between C. Schmitz, D. Wood, D. Murray, J. Huckstep, K. Rameyer, L. Pfeiffer, and P. Klekotka		Schmitz, Murray, Huckstep, Rameyer, Pfeiffer, Klekotka				Hearsay (802)	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807)
Trial Exh 0934	6/18/2022	LLY02141988	LLY02141990		Email from M. Yang to D. Skovronsky re IL-2 Conjugate alliance - meeting between Jonathan Zalevsky and Dan		Skovronsky				Hearsay (802)	

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02430505	LLY02430505			Huckstep; Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
Trial Exh 0935	6/20/2022	LLY02430630	LLY02430630	Teams chat between Jeremy Huckstep and Ali Ashrafzadeh		Huckstep; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
		Nektar0000007896	Nektar0000007899	Teams chat between Jeremy Huckstep and Kathryn Ramseyer		Yi Lin; Yu; Kotzin; Zalesky; Cheri Ali		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial		
Trial Exh 0937	6/20/2022			Email from Danni Yu to Brian Kotzin re: RE: The drafted response to Lilly KJ AE slides about IA plan								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0938	6/20/2022	Nektar00000863513	Nektar00000863519		Email from C. Ali re NKTR-358 Project Team meeting - 14JUN22 minutes	Schmitz; Rao	Cheri Ali	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL	Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
		LLY02437896	LLY02437896					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0940	6/21/2022			Teams chat between Carsten Schmitz and Kimberly Jackson								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0941	6/22/2022	Nektar00000299808	Nektar00000299810		Cherie adding Zalesky to NKTR-358 Program_Int Team chat group		Zalesky				Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Relevance (401-402); 403; MFL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to cross examine Nektar witness (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MFL is opposed.
Trial Exh 0943	6/30/2022	LLY00856568	LLY00856568		Email from D. Patel re Nektar ZZ - is this real?	Pfeifer; Nirula	Schmitz	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Subject to MFL	Nektar opposes MFL		
		LLY02430150	LLY02430150					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0948	7/11/2022			Teams chat between Lance Pfeifer and Ajay Nirula				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0949	7/11/2022	LLY02428271	LLY02428271	Teams Messages between L. Pfeifer and A. Ashrafzadeh		Pfeifer; Ashrafzadeh					Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0950	7/11/2022	Nektar00000217715	Nektar00000217715	Appointment invitation from Ashrafzadeh re IL-2 Medical Meeting		Ashrafzadeh; Kotzin; Pfeifer					Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0951	7/11/2022	LLY01336087	LLY01336095		Email from K. Ramseyer re Letter sent to Nektar		Schmitz				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0952	7/12/2022	Nektar00000327826	Nektar00000327828		Email from Zalesky re Draft Response to Aimmune		Zalesky; Kotzin				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
Trial Exh 0953	7/12/2022	Nektar00001331572	Nektar00001331574		NKTR-358 Project Team Agenda & Minutes [DRAFT]	Kotzin; Ruddeck; Cheri Ali; Fanon					Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0954	7/13/2022	LLY01345327	LLY01345327		Email from S. Boesing re IL-2 Conjugate: Ph2 Atopic Derm Planning	Pfeifer; Schmitz; Murray; Manner; Ramseyer					Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0955	7/13/2022	LLY01345425	LLY01345432		Email from J. Maxwell to D. Murray re Agenda: IL-2 Conjugate Lead Team		Murray				Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		LLY02474938	LLY02474938			Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; duplicative or cumulative; no foundation / personal knowledge; incomplete document	Relevant to Lilly's CRE obligation and development of comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; foundation and knowledge will be established at trial; document admissible under Rules 702/703.		
Trial Exh 0956	7/14/2022			Uscnprubn/CD200r - Phase 1 Atopic Dermatitis - CSR Patient Narratives				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0957	7/14/2022	Nektar00000160713	Nektar00000160713		Email from J. Zalesky re Follow-up from NKTR-358 Team meeting today		Zalesky; Kotzin				Duplicate	Exhibit is not duplicative.
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 0958	7/14/2022	LLY00936564	LLY00936564		Email from C. Burcham re IL-2 Conjugate: Ph2 Atopic Derm Planning	Schmitz; Pfeifer; Manner; Murray					Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0960	7/16/2022	Nektar00000774542	Nektar00000774543	Email from Adi Jayandhito Lorin Sasaki :NEWBIRTH WG Eihuan Taylor re: [EXTERNAL] RE: Updated NKTR-358 Revenue Build		Sasaki; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation; Nektar's expectations, damages; admissible under Rules 702/703; foundation and knowledge will be established at trial.		
Trial Exh 0961	7/19/2022	Nektar00000147579	Nektar00000147579		Meeting invite re IL-2 Medical Meeting		Kotzin, Ashrafzadeh, Murray	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses(s).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0962	7/19/2022	LLY02428864	LLY02428864		Teams chats between C. Schmitz and L. Pfeifer		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0963	7/20/2022	LLY02142868	LLY02142972	Email from Amanda Apodaca to Patrick Jonsson; Laurie Lynn Kowalevsky; Lotus Mullbris; Ajay Nirula re: Prep Materials for Immunology Strategy Update Meeting on 7/22		Jonsson; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; subject to ML.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to ML; Nektar opposes ML.		
Trial Exh 0965	7/21/2022	LLY00855879	LLY00855881		Email from R. Taylor Re IL-2 4th Indication Slides for IPT/JSC.		Ramseyer, Kieckhefer, Pfeifer, Murray	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0966	7/21/2022	Nektar00000774514	Nektar00000774541	Email from Eihuan Taylor to Jill Thomsen; Lorin Sasaki re: [EXTERNAL] Project Newbirth (Updated Model)		Sasaki; Robbins	Murray	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation; Nektar's expectations, damages; admissible under Rules 702/703; foundation and knowledge will be established at trial.		
Trial Exh 0967	7/25/2022	LLY00913484	LLY00913511	Email from Heng Zou to Linda Domini re: Re: Reminder for Henry: REVIEW REQUEST by 18 Jul: EADV2022 KFAD safety/solubility/PK		Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 0968	7/26/2022	Nektar00000091063	Nektar00000091063	Email from Jennifer Ruddock to Rodger Taylor re: Re: [EXTERNAL] AMPM Discussion topic - KFAE (AID) Ph2b Study Communications		Ruddock; Rodger Taylor; Huckstep; Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0969	7/26/2022	Nektar0000390112	Nektar0000390119		Questions for Nektar (attached in email from J. Zalesky)		Zalesky; Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Hearsay (802); Relevance (401-402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). The exhibit is relevant to Lilly's defenses and rebutting Nektar's claims (see Rules 401, 402).
Trial Exh 0971	7/26/2022	LLY01298368	LLY01298372	Email from Charles Clayton Persinger to Rodger M Taylor; Kathryn Ramseyer; Lance Pfeifer; David Murray re: RE: IL-2 Peg AID Ph2 Study Decision Tree		Rodger Taylor; Pfeifer; Murray; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		
Trial Exh 0972	7/27/2022	Nektar00000862966	Nektar00000862969		NKTR-358 Program Team Agenda & Minutes		Kotzin, Fanton, Cheri Ali	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Duplicate	Exhibit is not duplicative.
Trial Exh 0976	7/28/2022	Nektar00000909678	Nektar00000909679		Email from C. Ali re KFAE External Communication edits		Ruddock, Huckstep, Pfeifer, Kotzin	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses(s).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0977	7/28/2022	LLY02448557	LLY02448558		Group team chat		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0979	8/1/2022	LLY02428866	LLY02428866		Teams Messages between C. Schmitz and L. Pfeifer		Schmitz, Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 0980	8/2/2022	Nektar00000147580	Nektar00000147580		Email from Ashrafzadeh re IL-2 Medical Meeting		Ashrafzadeh, Kotzin, Pfeifer, Schmitz, Maune, Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 0981	8/3/2022	LLY0077462	LLY0077467	Email from Kathryn Ramseyer to Rodger Taylor re: Fwd: Beyond-Tiering Decisions Communications		Ramseyer; Rodger Taylor		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 0982	8/3/2022			Case No 1:14-cv-09412; USDC Northern District of Illinois; Streck v Lilly - Jury Verdict		Skoronsky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403); and inadmissible under 404. This is a court document regarding a civil False Claims Act judgment and appeal in unrelated litigation, which has no "tendency" to make any material fact in this case "more or less probable," "introduces significant" "danger of confusing the issues, wasting time, and misleading the jury" that substantially outweighs any probative value, and it is impermissible character evidence that does not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident." <i>Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.</i> , 2011 WL 7710202, at *1 (C.D. Cal. Nov. 10, 2011); <i>Sault v. Mitchell</i> , 2011 WL 1399245, at *5 (N.D. Cal. Apr. 13, 2011).	Relevant background, character, and rebuttal impeachment evidence; foundation will be established at trial; Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609. See <i>Rabulava v. City of San Jose</i> , 2024 WL 2031641, at *5 (N.D. Cal. May 6, 2024) (staying motion in limine to exclude prior bad acts evidence, and allowing objections to be made to such evidence at trial depending on use).		
Trial Exh 0983	8/3/2022	N/A			Max Bayer, Clean up on IL-2: Moderna mops up autoimmune asset after peaking at early data, Pierce Biotech	Schmitz; Rao	Robbins	Relevant to jury understanding of clinical development and competitive landscape, key issues relevant to parties' claims and defenses; cross-examination of Nektar expert witness			403; Relevance (401-402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to Lilly's defenses, to rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0985	8/4/2022				Teams chat between Carsten Schmitz and Dipak Patel			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 0986	8/4/2022				UpennProtat/CD200r - Phase 1 Atopic Dermatitis - CSR	Nirula; Skoronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 0987	8/4/2022				CD200R Against Antibody Board of Directors Mtg. Deck		Krueger, Klekotka, Schmitz	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 0988	8/4/2022	N/A			Nektar Therapeutics FQ2 2022 Earnings Call Transcripts		Robin, Rudlock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			403; Relevance (401-402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claim and to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 0991	8/5/2022	Nektar00000151646	Nektar00000151651		Lilly JPT Meeting Notes		Zalesky	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1001	8/7/2022	Nektar00000013537	Nektar00000013542		Nektar Announces Promising New and Corrected Respegadeleskin Efficacy Data Which Were Previously Reported in 2022 and Incorrectly Calculated by Former Collaborator Eli Lilly & Company		Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Incomplete (106); Foundation/Personal Knowledge (104/602)	Exhibit has been supplemented for completion or Exhibit is complete; Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1003	8/8/2022				CD200R Agonist (AD) August 4, 2022 BOD Meeting Minutes	Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 1010	8/16/2022	Nektar00000026875	Nektar00000026875		Email from L. Pfeifer re Rezpeg Medical Team meeting agenda		Klekotka, Ashrafzadeh, Kotzin, Pfeifer, Schmitz, Ramseyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1011	8/19/2022	Nektar000000099597	Nektar000000099598		Email from Rudlock re August 16th medical meeting: action items		Rudlock, Kotzin, Zalesky	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1013	8/22/2022				Teams chat between Carsten Schmitz and Jonathan Deme	Schmitz; Monaghan; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL, no foundation / personal knowledge.	Nektar opposes MIL; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1014	8/22/2022	LLY01318092	LLY01318116		Email from L. Pfeifer re Immunology TA Review Wednesday Aug 24th		Pfeifer, Skoronsky, Nirula	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1018	8/24/2022	Nektar00000147037	Nektar00000147037		Email from Ashrafzadeh re Today's Rezpeg Medical Meeting		Ashrafzadeh, Pfeifer, Kotzin, Schmitz	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1019	8/24/2022	Nektar00000244599	Nektar00000244599		Email from A. Ashrafzadeh re IL-2 Medical Meeting		Klekotka, Ashrafzadeh, Kotzin, Pfeifer, Schmitz, Ramseyer, Murray, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses.			Hearsay (802); Lack of Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1020	8/24/2022	Nektar00000276132	Nektar00000276132		Email from A. Ashrafzadeh re IL-2 Medical Meeting		Klekotka, Ashrafzadeh, Kotzin, Pfeifer, Schmitz, Ramseyer, Murray, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses.			Hearsay (802); Lack of Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1022	8/25/2022	LLY02427300	LLY02427304		Portfolio Investment Council Meeting Minutes		Skoromsky, Nirula, Schmitz, Klekotka, Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Foundation/Personal Knowledge (104/802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1023	8/25/2022	LLY00777915 LLY02428869	LLY00777926 LLY02428869		Email from R. Taylor re Rezpeg A/D Ph2 Study Objectives/Value Options and Timeline Discussion + Family		Ashrafzadeh, Klekotka, Pfeifer, Rameyer, Schmitz, Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1027	8/26/2022			Teams chat between Carsten Schmitz and Lance Pfeifer		Schmitz, Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; not relevant; subject to ML.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 1030	8/29/2022	LLY02466324	LLY02466329		GTR Antagonist Board of Directors Meeting Minutes		Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1031	8/29/2022	Nektar0000099555	Nektar0000099555		Email from Pfeifer re Action item from last week's AMPM meeting		Pfeifer, Rudlock, Hackett	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1032	8/29/2022	Nektar0000012879 LLY00864092	Nektar0000012879 LLY00864097		Email from L. Pfeifer Re Action item from Last Week's AMPM Meeting		Pfeifer, Rudlock, Hackett	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.	Not relevant; subject to ML.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to ML; Nektar opposes ML.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1034	8/30/2022			Email from MaryAnn Morgan-Cox to multiple recipients re: Request: NILEX Scan Team				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 1036	8/31/2022	Nektar0000026985	Nektar0000026985		Email from L. Pfeifer re Rezpeg medical WG meeting agenda		Klekotka, Ashrafzadeh, Kotzin, Pfeifer, Schmitz, Rameyer, Murray, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses).	Foundation; 403.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; Rule 403 cumulative or duplicative objection can be addressed at trial; admissible under Rule 807; foundation will be established at trial.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1037	9/1/2022			Schleicher, Stephen, et al., "Efficacy and Safety of a Selective Regulatory T-Cell Inducing IL-2 Conjugate (LY3471851) in the Treatment of Alopecia Dermatitis: A Phase 1 Randomised Study, P1242," European Academy of Dermatology and Venereology, September 2022, available at <a href="https://www.nektar.com/wp-content/uploads/2023/11/EADV22_Schleicher_P1242.pdf">https://www.nektar.com/wp-content/uploads/2023/11/EADV22_Schleicher_P1242.pdf</a> .		Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing				
Trial Exh 1038	9/1/2022	LLY00861804 LLY00164544	LLY00861805 LLY00164547		Email from C. Burcham re Rezpeg A/D Ph2 Study Objectives/Value Options and Timeline Discussion		Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1040	9/1/2022			Email from Carsten Schmitz to David Murray re: minutes adboard Sept 2021		Murray; Schmitz; Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1043	9/6/2022	LLY00984571	LLY00984579		Email from Cheryl Baker to Multiple Recipients re: [EXTERNAL] EADV 2022 - RFAC safety/tolerability/Ph poster		Schmitz; Zou; Klekotka; Kotzin; Zalevsky; Nirula; Mostaghimi; Robbins	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1045	9/8/2022	LLY00859153 LLY01318117	LLY00859155 LLY01318117		Email from C. Schmitz re Lebri Bio-Failed Study Data		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.	Hearsay; lack of personal knowledge; foundation.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1049	9/9/2022			Email from David Murray to multiple recipients re: SVB Reaction to Rezpeg R-2 AD Data		Rameyer; Rodger Taylor; Hackett; Murray		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 1051	9/13/2022	LLY01345681 Nektar00000861348	LLY01345683 Nektar00000861349		Email from C. Burcham re Agenda: Rezpegadlesokin Lead Team		Rameyer, Klekotka, Schmitz, Pfeifer, Manner, Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.	Hearsay; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; relevant to Lilly's development of Rezpeg and Nektar's expectations.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1054	9/13/2022			Email from Tagliaferri to Jonathan Zalevsky re: Re: NKTR-358 Summary Slide for the BOD presentation		Tagliaferri; Kotzin; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objections	Nektar Objection(s)	Lilly's Responses to Objections
Trial Exh 1055	9/14/2022	Nektar00000278971 LLY02429872	Nektar00000278971 LLY02429872		Development Update Presentation		Kotzin	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses.				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). MLI is opposed.
Trial Exh 1056	9/15/2022			Teams chat between Lance Pfeifer and Paul Klekotka		Pfeifer, Klekotka		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; subject to MLI.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807; Nektar opposes MLI.	Relevance (401/402); MLI.	
Trial Exh 1057	9/15/2022	Nektar00000961383 LLY00860179	Nektar00000961850 LLY00860211		Nektar Therapeutics Board of Directors Meeting Agenda		Zalvesky, Robbins, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). MLI is opposed.
Trial Exh 1058	9/16/2022			BOD Specific Slides - CD200R Agonist Antibody				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.	Relevance (401/402); MLI.	
Trial Exh 1060	9/19/2022	LLY02467553 Nektar00000861342	LLY02467555 Nektar00000861343		CD200R Agonist Antibody (AD) Board of Directors - Meeting Minutes FINAL		Niruts, Schmitz, Klekotka	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1063	9/19/2022	LLY02428975	LLY02428975	Email from Jill Thomsen to Adi Jayanthi re: Prepping for Round 2		Sasaki, Zalvesky, Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rule 702/703.		
Trial Exh 1064	9/20/2022			Teams chat between Carsten Schmitz and Dipak Patel		Schmitz, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLI; no foundation / personal knowledge; not relevant.	Nektar opposes MLI; foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg; admissible under Rules 702/703.		
Trial Exh 1065	9/20/2022	LLY02358279	LLY02358295		Investment Strategy Discussion Q3 2022		Robbins	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; foundation.	Admissible under Rules 702/703; relevant to Lilly's CRE obligation and development of Rezpeg; foundation will be established at trial.		
Trial Exh 1066	9/21/2022	Nektar00000147133	Nektar00000147134		Email from C. Schmitz to B. Kotzin re Lebrt data presented at EADV conference		Schmitz, Kotzin, Ashrafzadeh	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1067	9/21/2022	LLY00858836	LLY00858837		Email from C. Schmitz re Immunology Therapeutics Club		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1071	9/22/2022	Nektar0000007975	Nektar0000007976		Email from J. Zalvesky re Lebrikizumab slides		Zalvesky, Kotzin, Ruddock	Cross examination of the named Nektar witnesses.			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402).
Trial Exh 1072	9/22/2022	Nektar00000174217	Nektar00000174261		Email from DeLaca-Flaherty re Rezpeg Market Research Information		Zalvesky, Kotzin, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1073	9/23/2022	Nektar00000517939 LLY0200159	Nektar00000517940 LLY0200230		Email from Tagliaferri re Slides	Montgomery	Other Nektar Witness	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; hearsay attachment.	Admissible under Rules 702/703; foundation will be established at trial; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807.	Lack of Foundation/Personal Knowledge (104/602); Relevance (401/402); 403; MLI.	Foundation/personal knowledge will be established at trial (see Rule 602); The exhibit is relevant to Lilly's defenses and rebutting Nektar's claim (see Rules 401, 402); No unfair prejudice and balance favors admissibility (see Rules 401, 403); MLI is opposed.
Trial Exh 1075	9/26/2022			Email from David C. Murray to Jeremy Huckstep re: Rezpeg Atopic Derm ISR Market Research								
Trial Exh 1076	9/27/2022	Nektar0000007963	Nektar0000007964		Appointment invitation from IL-2 Conjugate Calendar re Lilly Nektar Weekly AM/PM Meeting (Rezpeg market research review)		Zalvesky, Kotzin, Huckstep, Pfeifer, Ruddock, Ramseyer, Klekotka, Schmitz, Murray	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses.			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402).
Trial Exh 1077	9/28/2022	Nektar00000066073 Nektar00000012745	Nektar000000066073 Nektar00000012749		Email from Pfeifer re Rezpeg Medical meeting agenda		Pfeifer, Ashrafzadeh, Kotzin, Schmitz, Ramseyer, Murray, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1078	9/29/2022			Email from Canny DeLaca-Flaherty to Jennifer Ruddock re: RE: Final Meeting minutes from JPT and JSC		Zalvesky, Ruddock, Kotzin, Niruts, Klekotka, Pfeifer, Huckstep, Ramseyer, Rodger Taylor		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803, 807.		
Trial Exh 1081	10/4/2022	Nektar00000160090	Nektar00000160092		Email from DeLaca-Flaherty re KF/J Study Status Update and Timeline for PKC A/G Governance		Ruddock, Zalvesky Kotzin	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1082	10/6/2022	Nektar00000086185	Nektar00000086185		Email from L. Pfeifer re Rezpeg/destekutin medical meeting agenda		Pfeifer, Schmitz, Kotzin, Ashrafzadeh	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02430498	LLY02430498			Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL; no foundation / personal knowledge.	Nektar opposes MLL; foundation and knowledge will be established at trial.		
Trial Exh 1087	10/10/2022			Teams chat between Jeremy Huckstep and Joseph Fletcher								
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				
Trial Exh 1088	10/10/2022	LLY01307087	LLY01307088		Email from C. Burcham re IL-2 Conjugate	Ashrafzadeh, Schmitz, Klekotka, Manner, Murray, Ramseyer					Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar0000460075	Nektar0000460239			Zalevsky; Ruddock; Kotzin; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and the Agreement's governance structure.		
Trial Exh 1090	10/11/2022			Email from Canmy Deluca-Flaherty to Jennifer Ruddock, Brian Kotzin, Jonathan Zalevsky re: 06AUG22 Lilly RPT Minutes - Final								
		LLY01002265	LLY01002269			Zou, Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 1092	10/16/2022			Email from Gisela Volkens to David Manner, Heng Zou re: [EXTERNAL] ELL-KFAC: UNBLINDED day run delivery #1								
		LLY00788687	LLY00788687			Jonsson; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MLL; Nektar opposes MLL.		
Trial Exh 1093	10/16/2022			Email from Daniel Skovronsky to Patrik Jonsson re:RE: Lebel Board Talking points								
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1094	10/17/2022	LLY02467079	LLY02467082		BTLA Board of Directors Meeting Minutes	Nirula					Hearsay (802)	
								Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1095	10/17/2022	Nektar0000244711	Nektar0000244712		Email from Pfeifer re Found one mistake - use this update instead	Pfeifer, Huckstep					Hearsay (802); Lack of Foundation/Personal Knowledge (104/602)	
		LLY00860322	LLY00860344			Murray; Rodger Taylor; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1098	10/20/2022			Email from Anna E Kovalyova to Mitchell Stayer, Rodger Taylor, and others re: IL2 AD Forecast								
		LLY02475068	LLY02475068			Murray; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; no personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and damages; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1099	10/20/2022			Forecast titled IL2_AD Adults_9box for Finance								
		LLY02475067	LLY02475067			Murray; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and damages; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1100	10/20/2022			Forecast titled IL2_AD Adult US w scale up to WW moved to new SIMPLE V5.55								
		LLY02475066	LLY02475066			Murray; Rao		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and damages; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1101	10/20/2022			Forecast titled IL2_AD Adol 12-17 US w scale up to WW moved to new SIMPLE V5.55								
								Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1102	10/20/2022	LLY02467598	LLY02467629		CD200R Against Antibody Board of Directors Deck	Schmitz	Krueger, Klekotka, Schmitz		Subject to MLL.	Nektar opposes MLL.		
		LLY02437876	LLY02437876					Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 1104	10/21/2022			Teams chat between Carsten Schmitz and Dipak Patel		Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
		LLY02437877	LLY02437877									
Trial Exh 1105	10/21/2022			Teams chat between Carsten Schmitz and Dipak Patel		Schmitz; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL.	Nektar opposes MLL.		
		LLY02428982	LLY02428982									
Trial Exh 1110	10/22/2022			Teams chat between Carsten Schmitz and Dipak Patel				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).				
Trial Exh 1111	10/23/2022	Nektar0000927435	Nektar0000927438		Email from Murdoch re Newbirth Proposal	Other Nektar Witness					Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
		Nektar00001315980	Nektar00001315980			Zalevsky; Kotzin; Ruddock; Tagliaferri; Fantom; Sasaki; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no authentication; no foundation / personal knowledge.	Admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Nektar will authenticate its documents produced in the litigation; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1115	10/27/2022			Spreadsheet titled NKTR-358 SLE and AID Forecasts_27Oct2022		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to the damages and background; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703.		
		Nektar00000860677	Nektar00000860679									
Trial Exh 1117	10/27/2022			Email from Jill Thormsen to Howard Robin re: Newbirth   Preliminary Honey & Hazel Relative Valuations								
								Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses).				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1118	10/31/2022	Nektar0000160054	Nektar0000160056		Email from DeLuca-Flaherty re Lilly KFAC Study Status Update and KFAC Governance T.U. Update	Pfeifer; Ramseyer	Zalevsky; Kotzin; Ruddock		Subject to MLL; not relevant.	Nektar opposes MLL; relevant to Lilly's CRE obligation, development of Rezpeg, and defenses.	Hearsay (802); Incomplete (106)	
		LLY02430459	LLY02430459									
Trial Exh 1120	11/1/2022			Teams chat between Lance Pfeifer and Kathryn Ramseyer								

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		Nektar0000321106	Nektar0000321111			Zalovsky, Kotzin, Rudnick		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Nektar's damages and expectations under the Agreement; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803 and 807; foundation and knowledge will be established at trial.		
Trial Exh 1121	11/2/2022			Email from DocuSign system to Jennifer Rudnick re: [EXTERNAL] Completed: Complete with DocuSign: Review of 2022 EC Performance Grant Triggers.docx								
		LLY00873124	LLY00873135			Pfeifer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs and damages; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1122	11/2/2022			Email from Lance Pfeifer to Holly Robinson, Lauren Crayton, and others re: Immunology portfolio slides								
Trial Exh 1123	11/2/2022	LLY02466425	LLY02466453		GTR Antagonist Board of Directors Meeting Minutes		Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
		Nektar0000321108	Nektar0000321108			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; admissible under Rules 702/703; relevant to Lilly's CRE obligation and development of Rezpeg; foundation will be established at trial.		
Trial Exh 1124	11/2/2022			Review of 2022 EC Performance Grant Triggers								
		LLY01025728	LLY01025728			Zou, Robbins, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807.		
Trial Exh 1129	11/4/2022			Email from Victoria Rajamannickam to Heng Zou re: [EXTERNAL] RE: KFAD: SDTM and ADAM								
		LLY00779990	LLY00779991			Ramseyer, Pfeifer, Klekotka, Nirula		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807.		
Trial Exh 1130	11/8/2022			Email from Kathryn Ramseyer to Ajay Nirula, Lance Pfeifer, and Paul Klekotka re: Re: Talking points and plan for PK								
		LLY01355744	LLY01355747			Nirula, Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1133	11/10/2022			Email from Kathryn Ramseyer to Ajay Nirula re:RE: Communicating COO change to Nektar?								
		LLY00780675	LLY00780676			Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1134	11/10/2022			Email from MaryAnn Morgan-Cox to Victoria Smith, Jodie L. Floyd, and Kathryn Ramseyer re: Review: Rodger's Announcement								
		LLY01285146	LLY01285191			Robbins; Mostaghim		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Cumulative and duplicative.	Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 1135	11/10/2022			Investigator's Brochure for GTR Antagonist Antibody								
		LLY02429841	LLY02429841			Pfeifer, Ramseyer, Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 1136	11/10/2022			Teams chat between Lance Pfeifer, Kathryn Ramseyer, and Paul Klekotka								
Trial Exh 1137	11/10/2022	LLY02460107	LLY02460111		Portfolio Investment Council Meeting Minutes		Skovronsky, Nirula, Pfeifer, Ramseyer, Klekotka	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104-602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 802).
		LLY02438565	LLY02438565			Schmitz, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 1138	11/14/2022			Teams chat between Carsten Schmitz and Puri Prajapati								
Trial Exh 1139	11/14/2022	Nektar00001392955	Nektar00001392957		Nektar Board Update Call - Outline and Notes		Zalovsky, Robbins, Rudnick	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Incomplete (106); Relevance (401-402); MIL.	Exhibit has been supplemented for completion or Exhibit is complete. The exhibit is relevant to Lilly defenses, to rebut Nektar claims, to witness credibility, and to CRE (see Rules 401, 402). MIL is opposed.
		LLY00780842	LLY00780843			Rodger Taylor, Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL.	Relevant to Lilly's CRE obligation; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1141	11/15/2022			Email from Maja Hujnik to Rodger Taylor, Kathryn Ramseyer re:RE: Announcement: Rodger Taylor								
Trial Exh 1151	12/1/2022	Nektar00000728033	Nektar00000728034		Email from J. Rudnick to V. Wu re FTW Meeting, Dec 2022, 12.1.2022_FINALpptx.pptx (and powerpoint)		Zalovsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401-402); 403; MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed. MIL is opposed.
Trial Exh 1155	12/2/2022	Nektar00000859772	Nektar00000859773		Nektar Therapeutics All Hands Meeting		Robin, Zalovsky, Rudnick	Relevant to jury understanding of Nektar's business, a key issue relevant to parties' claims and defenses; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses.			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1157	12/3/2022	Nektar00000160035	Nektar00000160036		Email from Kotzin re NKTR-358 Slides for discussions on Monday		Kotzin, Zalovsky, Rudnick	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1158	12/5/2022	Nektar0000290401	Nektar0000290402		Email from A. Ashrafzadeh re IL-2 conjugate Alliance Medical Meeting		Schmitz, Kotzin, Klekotka, Ashrafzadeh, Zalovsky, Ramseyer, Murray, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses.			Hearsay (802); Lack of Foundation/Personal Knowledge (104-602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 802).
		LLY01282777	LLY01282777			Nirula; Ramseyer; Schmitz; Pfeifer; Klekotka; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of comparator drugs.		
Trial Exh 1161	12/7/2022			CD200R Phase 2 protocol								
		LLY02428640	LLY02428641			Schmitz, Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 1162	12/7/2022			Teams chat between Carsten Schmitz and Julie Maxwell								
Trial Exh 1163	12/7/2022	LLY00875526	LLY00875526		Email from C. Schmitz re IL-2 Conjugate: Ph2 Atopic Derm Planning		Schmitz, Manner, Murray, Pfeifer, Ramseyer, Klekotka	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1167	12/9/2022	LLY01200061	LLY01200144	Protocol Number J1P-MC-KFAN (b)		Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant background: relevant to Lilly's CRE obligations and development of Rezpeg; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 1168	12/13/2022	Nektar00000034779	Nektar00000034782	Email from DeLaca-Flaherty re IL-2 conjugate Alliance Medical Meeting			Huckstep, Klekotka, Ashrafzadeh, Schmitz	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1169	12/13/2022	Nektar00000086022	Nektar00000086024	Email from L. Pfeifer to A. Ashrafzadeh, B. Kotzin, and C. Schmitz re IL-2 conjugate Alliance Medical Meeting			Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Rameyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1170	12/13/2022	Nektar000000224916	Nektar000000224917	Email from A. Ashrafzadeh re IL-2 conjugate Alliance Medical Meeting			Zalvesky, Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Rameyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802); Lack of Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1171	12/13/2022	LLY00780180 LLY01282564	LLY00780197 LLY01282691	RE: IL-2 conjugate Alliance Medical Meeting with ii2 nektar meeting dec. 13			Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Rameyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1173	12/14/2022			Investigator's Brochure for Baricitinib (Olaniant)		Robbins; Montaghani		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MR.; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of comparator drugs; not subject to MR.; Nektar opposes MR.; admissible without foundation and personal knowledge under Rules 702/703; Rule 403 cumulative or duplicative objection can be resolved at trial and the balance favors admissibility.		
Trial Exh 1174	12/14/2022	Nektar000000964757	Nektar000000965185	Nektar Therapeutics Board of Directors Meeting Agenda			Zalvesky, Robbins, Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1178	12/19/2022	Nektar00000058210	Nektar00000058214	Email from DeLaca-Flaherty re IL-2 conjugate Alliance Medical Meeting			Huckstep, Klekotka, Ashrafzadeh, Schmitz	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1180	1/2/2023	Nektar00000174268	Nektar00000174268	Email from L. Pfeifer re Rezpeg Medical WG meeting			Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Rameyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1181	1/2/2023	Nektar00000217769	Nektar00000217769	Email from L. Pfeifer re Rezpeg Medical WG meeting			Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Rameyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1182	1/3/2023	LLY00866781	LLY00866783	Email from D. Finley re KFAE protocol - authorizing team meeting			Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1183	1/5/2023	Nektar00000019432	Nektar00000019432	Email from C. Schmitz re KFAE protocol draft for review			Schmitz, Kotzin, Pfeifer, Fanton, Klekotka	Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1184	1/6/2023	Nektar00000192623 LLY02425171	Nektar00000192625 LLY02425220	Fanton email re KFAE protocol draft for review			Other Nektar Witness	Relevant to collaboration partnership and Rezpeg background; cross examination of the named Nektar witnesses(es)			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1187	1/6/2023	LLY02430463	LLY02430463	Running Meeting Notes		Rodger Taylor; Rameyer; Montaghani		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; not hearsay under Rule 801; relevant for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; foundation and knowledge will be established at trial.		
Trial Exh 1190	1/10/2023			Teams Chat Messages - Kathryn Rameyer; Lance Pfeifer		Rameyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MR.; hearsay.	Nektar opposes MR.; not hearsay under Rule 801; relevant for non-hearsay purpose and/or subject to hearsay exception under Rules 803 and 807; admissible under Rules 702/703.		
Trial Exh 1193	1/11/2023	N/A		Transcript of Nektar Therapeutics Company Conference Presentation			Robin, Rudlock, Zalvesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			403; Relevance (401/402); MR.	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MR. is opposed.
Trial Exh 1194	1/11/2023	Nektar00000075583	Nektar00000075583	Email from L. Pfeifer re Rezpeg medical meeting agenda			Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Rameyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1195	1/11/2023	Nektar00000092134	Nektar00000092159	Email from Nektar Corporate Affairs re Nektar Presentation Highlights - J. P. Morgan 2023			Rudlock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1197	1/13/2023	LLY02077863	LLY02077888		Email from J. Ruddock to J. Huckstep re Nektar JP Morgan business update presentation		Ruddock, Huckstep	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; cross examination of the named Nektar witnesses(es).			Relevance (401/402); 403; MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed.
Trial Exh 1198	1/13/2023	LLY00867751	LLY00867752		Email from C. Schmitz re KFAE Harmonized Clinical Protocol		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1199	1/13/2023	LLY00867611 LLY02430686	LLY00867613 LLY02430686		Email from C. Schmitz re KFAE protocol feedback from Nektar		Schmitz, Klekotka, Pfeifer	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1201	1/17/2023			Teams chat between Jeremy Huckstep, David Wheeler, and Rahul Malinowski		Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL; no foundation / personal knowledge.	Nektar opposes MIL; foundation and knowledge will be established at trial.		
Trial Exh 1202	1/18/2023	LLY00866875	LLY00866876		Email from C. Schmitz re Rezpeg core team meeting Jan 19th		Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1203	1/18/2023	LLY00867082	LLY00867082		Email from R. Malinowski re Rezpeg Ad Planning Meeting		Schmitz, Pfeifer, Manner, Klekotka, Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1204	1/18/2023	LLY00941477	LLY00941478		Email from J. Tuttle re Draft 2023 goals		Schmitz, Klekotka, Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1205	1/18/2023	LLY01313994 LLY02430464	LLY01313995 LLY02430464		Email from O. Benshevis re Rezpeg4deskskin Core Team Meeting		Ramseyer, Klekotka, Schmitz, Pfeifer, Manner, Murray, Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.	Subject to MIL.	Nektar opposes MIL.	Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1206	1/19/2023			Teams chat between Lance Pfeifer and Kathryn Ramseyer				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				
Trial Exh 1207	1/19/2023	LLY02077600	LLY02077601		Email from J. Huckstep to J. Ruddock re Nektar JP Morgan business update presentation		Ruddock, Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401/402); 403	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 1208	1/19/2023	Nektar00000876570	Nektar00000876572		Email from DeLaca-Flaberty re Nektar & Lilly JPT/JSC IQ23 Pre-wire Meeting; Pre-read Slides Enclosed		Kotzin, Zalevsky, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1209	1/19/2023	LLY00164962	LLY00164964		Email from D. Lente re J1P-MC KFAE // EU CTR CTA Kick-off meeting		Schmitz, Klekotka	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1211	1/20/2023	LLY02077798	LLY02077860		Email from J. Ruddock to J. Huckstep re Financial disclosures on collaboration		Ruddock, Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401/402); 403; MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed.
Trial Exh 1222	1/26/2023	Nektar00000300857	Nektar00000300858		Message from A. Wey re B.2 SLE: Example Files for Readout		Zalevsky, Kotzin, Manner, Klekotka, Ramseyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1223	1/26/2023	LLY01353732	LLY01353732		Email from R. Malinowski re Rezpeg SLE Ph3 study - Blinding strategy and patient controls WG		Schmitz, Klekotka, Ashrafzadeh, Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg. Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1224	1/28/2023	Nektar00000876212	Nektar00000876215		Email from Thomsen re Project Newbirth - Honey Discussion Material		Robin, Ruddock, Zalevsky, Maras	Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1226	1/30/2023	LLY02467942	LLY02468007		CD200R Against Antibody (AL LY3454738) Board of Directors		Klekotka, Schmitz	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1229	1/31/2023	LLY02147978	LLY02147980		Email from J. Gerard to M. Wilson re Lilly - Nektar Collaboration		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802); Foundation/Personal Knowledge (104/602); Relevance (401-403); 403	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to rebut Nektar claims and cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 1230	1/31/2023	Nektar00000075577	Nektar00000075578		Email from DeLaca-Flaherty re Rezpeg medical meeting agenda: Wednesday, February 1st		Schmitz, Kotzin, Pfeifer, Ashrafzadeh, Klekotka, Murray, Manner, Ramseyer	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1231	1/31/2023	Nektar00000076192	Nektar00000076192		Email from L. Pfeifer re Rezpeg medical meeting agenda: Wednesday, February 1st		Pfeifer, Klekotka, Ashrafzadeh, Schmitz, Ramseyer, Manner, Murray, Kotzin	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1232	1/31/2023	Nektar00000100920	Nektar00000100965		NKTR Investor Relations Q&A		Kotzin, Zalevsky, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1233	1/31/2023	LLY02192093	LLY02192094		Email from D. Lentz re KFAE - Protocol Approved		Schmitz, Klekotka, Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1238	2/2/2023	LLY00949767	LLY00949769		Email from P. Klekotka re JIP-MC-KFAE		Schmitz, Klekotka, Ashrafzadeh,	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1239	2/6/2023	LLY00779463	LLY00779488		Email from P. Prajapati re IL-2 Nektar Meeting Feb 8		Schmitz, Klekotka, Ramseyer, Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1245	2/9/2023	Nektar00000101726 LLY00894428	Nektar00000101727 LLY00894429		Email from J. Zalevsky re Rezpeg/alelesleukin Program Annual Budget (response requested by Friday, Feb 10th) and IDP Memo Update		Nirula, Ramseyer, Ruddock, Zalevsky, Kotzin, Hockstep	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1250	2/10/2023	LLY00904274	LLY00904275		Email from Lance Pfeifer to Carsten Schmitz re: RE: KFAD SR data - discussion with KFAD top enroller Dr Sieve Schleicher	Schmitz, Pfeifer, Klekotka, Ramseyer, Murray, Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1252	2/13/2023	LLY00904370	LLY00904371		Email from Kathryn Ramseyer to Paul Klekotka and Lance Pfeifer re: Information Alert: Rezpeg/alelesleukin (IL-2 Conjugate) Phase 2b SLE study shows negative results	Ramseyer, Klekotka, Pfeifer, Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; Duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 1253	2/13/2023	LLY00904469	LLY00904470		Email from Kathryn Ramseyer to Multiple Recipients re: Information Alert: Rezpeg/alelesleukin (IL-2 Conjugate) Phase 2b SLE study shows negative results	Ramseyer, Klekotka, Pfeifer, Robbins; Mostaghimi; Hockstep		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.		
Trial Exh 1254	2/13/2023	LLY00904474	LLY00904474		Email from Kathryn Ramseyer to Multiple Recipients re: Information Alert: Rezpeg/alelesleukin (IL-2 Conjugate) Phase 2b SLE study shows negative results	Ramseyer, Klekotka, Pfeifer, Robbins; Mostaghimi; Skovronsky; Jonsson; Nirula		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.		
Trial Exh 1255	2/13/2023	LLY01309198	LLY01309199		Email from Kathryn Ramseyer to Multiple Recipients re: CONFIDENTIAL: Update on KFAE	Ramseyer, Klekotka, Pfeifer, Robbins; Mostaghimi; Manner		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.		
Trial Exh 1256	2/13/2023	LLY00904274	LLY01292796		Email (Drafts) from Kathryn Ramseyer to Multiple Recipients re: Information Alert: Rezpeg/alelesleukin (IL-2 Conjugate) Phase 2b SLE study shows negative results	Pfeifer, Ramseyer, Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 1258	2/13/2023	LLY02448581	LLY02448581		Teams Chat Messages - David Manner, Andy Wey, Hyungmin Rha, Janette Shannon Erickson	Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 1260	2/15/2023	LLY00737007	LLY00737008		Email from Kathryn Ramseyer to Multiple Recipients re: CONFIDENTIAL: Pre-read for 2.16.2023 Rezpeg/alelesleukin BOD Meeting	Ramseyer, Pfeifer, Schmitz, Jonsson, Skovronsky, Nirula; Klekotka, Ashrafzadeh, Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant; duplicative.	Relevant background and relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; rule 403 cumulative or duplicative objection can be addressed at trial		
Trial Exh 1261	2/15/2023											

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1267	2/20/2023	Nektar00000290248	Nektar00000290250		Sasaki email attaching 2022 and 2023 budget		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/602); Hearsay (802); End Dates is incorrect	Foundation/personal knowledge will be established at trial (see Rule 602); Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); End Dates has been corrected.
Trial Exh 1268	2/20/2023	LLY00719510 LLY00737556	LLY00719511 LLY00737556		Email from D. Manner re Per protocol questions	Robbins	Nirula, Rameyer, Klekotka, Pfeifer, Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1271	2/20/2023	LLY02430661	LLY02430664	Email from Kathryn Rameyer to Multiple Recipients re: CONFIDENTIAL- Update on KFAJ		Huckstep, Rameyer		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing.	No foundation / personal knowledge.	Admissible under Rules 702/703; foundation will be established at trial.	Hearsay (802)	
Trial Exh 1272	2/21/2023	LLY02429897	LLY02429897	Teams chat between Jeremy Huckstep, Allison Howell, and Kathryn Rameyer		Schnitz, Klekotka		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing.	Subject to MLL.	Nektar opposes MLL.		
Trial Exh 1273	2/21/2023			Teams chat between Carsten Schnitz and Paul Klekotka				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing.	Subject to MLL; Not relevant.	Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 1274	2/21/2023	LLY02468690 LLY00736592	LLY02468693 LLY00736596		Text messages between D. Skovronsky and A. Nirula	Huckstep, Ruddock, Kotzin, Robbins	Nirula, Skovronsky	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Error, Exhibit Not Provided	Exhibit has been supplemented.
Trial Exh 1275	2/22/2023			Email from Jennifer Ruddock to Jeremy Huckstep, Brian Kotzin, and others re: [EXTERNAL] Press Release with Conference Call Information				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; rebut Lilly's counterclaim	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807.		
Trial Exh 1276	2/22/2023	Nektar00000100781	Nektar00000100787		Email from K. Rameyer re KFAJ Topline TPLs		Zalevsky, Nirula, Kotzin, Rameyer, Huckstep, Manner	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Cross examination of the named Nektar witness(es)			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1277	2/22/2023	Nektar00001393965 Nektar00000101701	Nektar00001393984 Nektar00000101707		Email from B. Kotzin re Draft Preliminary 2.21.23 Investor Call Script; Draft Confidential Script As Of 2.21.23	Kotzin, Ruddock, Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).	Not relevant.	Relevant to Lilly's CRE obligation, development of Rezpeg, and defenses.		The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1281	2/22/2023	LLY02448212	LLY02448226	Email from Jonathan Zalevsky to Kathryn Rameyer, Andy Wey, and others re: RE: [EXTERNAL] KFAJ Topline TPLs		Rameyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; rebut Lilly's counterclaim	Hearsay; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; Nektar opposes MLL.		
Trial Exh 1282	2/23/2023	LLY02448372	LLY02448373	Teams chat between Kathryn Rameyer, Andy Wey, and others		Schnitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; Nektar opposes MLL.		
Trial Exh 1283	2/23/2023			Teams chat between Carsten Schnitz and Dipak Patel				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1284	2/23/2023	Nektar00000284490	Nektar00000284502		NKTR-QQ - Nektar Therapeutics Analyst and Investor Call		Kotzin, Robin, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).			Relevance (401/402); Incomplete (106)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1285	2/23/2023	Nektar00000328882	Nektar00000328894		NKTR Investor Relations Q&A Confidential Preliminary Draft 2.21	Ruddock, Zalevsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1291	2/24/2023	Nektar00001336376	Nektar00001336377		Zalevsky Labroucher Text Messages		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, cross-examination of named Nektar witnesses, and CRE (see Rule 401, 402); MLL is opposed.
Trial Exh 1292	2/24/2023	Nektar00000875439	Nektar00000875440		Email from M. Tagliaferri re: Clinical Development Update for NKTR-255 Studies 02 and 03		Tagliaferri	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402); Lack of Foundation/Personal Knowledge (104/602)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1295	2/26/2023	Nektar00000652498	Nektar00000652500		Tagliaferri email re Restructuring of Development		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).			Hearsay (802); MLL.	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); MLL is opposed.
Trial Exh 1296	2/27/2023	Nektar00000737906	Nektar00000737909		Email from J. Zalevsky re Nektar's B.-2 Against Rezpeg		Ruddock, Zalevsky, Tagliaferri, Montaghami	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1297	2/28/2023	LLY02428882	LLY02428882		Teams message from C. Schnitz to L. Pfeifer	Schnitz, Pfeifer					Hearsay (802)	



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02042366	LLY02042367			Zalesky; Rudlock; Pfeifer; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge; hearsay.	Relevant to Lilly's CRE obligation, development of Rezpeg, and defenses; foundation and knowledge will be established at trial; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1303	3/1/2023			Email from Lance A. Pfeifer to Jennifer Gerrard re: FW: [EXTERNAL] RE: Summary of Nektar Requests 28FE23 **Updated - One New Request and Priority Request**								
		LLY02219436	LLY02219478			Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1304	3/2/2023			Email from Carsten Schmitz to Maria Jose Ruado re: RE: Posters on Pipeline assets - HILP - THANKS								
		Nektar00000780643	Nektar00000780644			Sasaki; Robbins		Proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1308	3/3/2023			Email from Lorin Sasaki to Adi Jayanthi; Jill Thomsen re: RE: Newbirth   Preliminary Honey & Hazel Relative Valuations								
		Nektar00000780643	Nektar00000780644			Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703; foundation will be established at trial.		
Trial Exh 1309	3/3/2023			Email from Lorin Sasaki to Adi Jayanthi; Jill Thomsen re: RE: Newbirth   Preliminary Honey & Hazel Relative Valuations								
		LLY02219874	LLY02219875			Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1310	3/6/2023			Email from Teodora Andrian to David Waters, Jenny Bradberry, and others re: RE: IMMB-FR01 EU CTA assessment RFIs received								
		LLY02428259	LLY03428259			Ashrafzadeh		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to ML.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Nektar opposes ML.		
Trial Exh 1311	3/6/2023			Teams chat between Ali Ashrafzadeh and Erica Kelly								
		Nektar00000008312	Nektar00000008313			Tagliaferri; Zalesky; Kozin		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation/personal knowledge; subject to ML.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; not subject to ML; Nektar opposes ML.		
Trial Exh 1313	3/6/2023			Email from Sobal Chaudhry to Tagliaferri, Jonathan Zalesky, and others re: Meeting notes from Discussion with Dr. Schleicher on 3/3/2023								
		LLY00175462	LLY00175518			Schmitz; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation, development of Rezpeg, and defenses; foundation and knowledge will be established at trial.		
Trial Exh 1314	3/8/2023			Email from Nimisha Arackal to Lucia Seminario Vidal, Chintan Rakesh Singhani, and others re: RE: KFAD PNs for medical review								
					Portfolio Investment Council Meeting Minutes		Skovronsky; Nirula; Ramseyer; Pfeifer; Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1315	3/8/2023	LLY02459216	LLY02459221					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					JIP-MC-KFAT Study Delivery Team Meeting Agenda/Minutes		Ashrafzadeh	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1316	3/8/2023	LLY01021612	LLY01021617					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Email from J. Rudlock re Ad-hoc ISC draft minutes		Rudlock; Huckstep; Nirula; Ramseyer; Zalesky; Kozin.	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1317	3/9/2023	LLY01329046	LLY01329050					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). ML is opposed.
					Email from Chess re Board meeting		Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			403; Relevance (401/402); ML	Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to Lilly defenses and to rebut Nektar claims. (see Rules 401, 402).
Trial Exh 1318	3/11/2023	Nektar000000088281	Nektar000000088281					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Text messages in 3/2023 between Joe and Sasaki		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Lack of Foundation/Personal Knowledge (104/602); Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1319	3/13/2023	Nektar00000936183	Nektar00000936187					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Development Safety Update Report for REZPEG		Ramseyer; Nirula; Skovronsky; Ashrafzadeh; Kidoaka; Pfeifer; Mostaghimi; Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs. Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 1325	3/16/2023							Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
					Email from J. Huckstep to D. Skovronsky re Briefing decks for meeting with Howard Robin (Nektar CEO) (Rezpeg/pdolsokin Summary of SLE and Ad Readouts slides and Nektar Legal Update for Dan slides)		Skovronsky; Nirula; Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1328	3/22/2023	LLY02449145	LLY02449182					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). ML is opposed.
					Email from Rudlock re 3.22 Discussion Slides for Aliqos Meeting		Rudlock; Zalesky; Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).			Relevance (401/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1329	3/22/2023	Nektar00000300440	Nektar00000300441					Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). ML is opposed.
					Email from Tagliaferri re Rezpeg Revitalization Plan		Schmitz; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to ML.	Nektar opposes ML.	Relevance (401/402); ML	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1330	3/22/2023	Nektar00000871657	Nektar00000871658				Zalesky; Rudlock	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to ML; hearsay; not relevant; no foundation / personal knowledge.	Nektar opposes ML; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; relevant to Lilly's CRE obligation and development of Rezpeg and comparable drugs; admissible under Rules 702/703.		
		LLY02428784	LLY02428785									
Trial Exh 1331	3/23/2023			Teams Chat Messages - Andy Wey; Carsten Schmitz; Lei Shen; Selma Eriwick								
		LLY02428610	LLY02428610			Schmitz; Rao						
Trial Exh 1332	3/23/2023			Teams chat between Carsten Schmitz and Andy Wey								

Ex. No.	Date	Begin Bates	End Bates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objections	Nektar Objection(s)	Lilly's Responses to Objections
Trial Exh 1333	3/23/2023	LLY02435997	LLY02436007		Text conversation with Dan		Nirula	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Nektar and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1334	3/23/2023	LLY02468698	LLY02468708		Text messages between D. Skovronsky and A. Nirula		Nirula, Skovronsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to jury understanding of termination, a key issue relevant to parties' claims and defenses.			Error, Exhibit Not Provided	Exhibit has been supplemented.
Trial Exh 1335	3/23/2023	Nektar00000290130	Nektar00000290140		Tat email attaching 2023-2026 financial models		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1341	3/24/2023	Nektar00001393808	Nektar00001393812		Email from M. Tagliaferri to J. Zalevsky re: DRAFT Corporate Goals and Board Agen		Tagliaferri, Zalevsky	Relevant to the jury's understanding of termination, a key issue relevant to parties' claims and defenses.			Relevance (401/402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402).
Trial Exh 1342	3/24/2023	Nektar00001393815	Nektar00001393817		Email from M. Wilson re: DRAFT 2023 Corporate Goals and Board Agenda		Robin, Ruddock, Zalevsky, Tagliaferri, Kotzin	Relevant to the jury's understanding of termination, a key issue relevant to parties' claims and defenses.			Relevance (401/402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402).
Trial Exh 1345	3/27/2023	Nektar00000322754	Nektar00000322967		Email from Ruddock re Follow-up		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1347	3/27/2023	LLY01283023	LLY01283090		Email from Tagliaferri to Jonathan Zalevsky re: FW: [EXTERNAL] Re: BOD Meeting		Tagliaferri, Zalevsky, Kotzin	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exceptions under Rules 803-807; foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1348	3/30/2023	LLY01284655	LLY01284722		Investigator's Brochure for CD200R		Rameyer; Nirula; Skovronsky; Ashrafzadeh; Kikorka; Pfeifer; Mostaghimi; Robbins	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1350	4/3/2023	LLY02429011	LLY02429011		Investigator's Brochure CD200R		Schmitz	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.; not relevant.	Nektar opposes MIL; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1353	4/11/2023				Teams chat between Carsten Schmitz and Dipak Patel							
Trial Exh 1355	4/16/2023	Nektar00000735424	Nektar00000735425		Email from J. Ruddock re: Employee Email from Howard		Ruddock, Robin	Relevant to the jury's understanding of termination, a key issue relevant to parties' claims and defenses.			Relevance (401/402); 403; MIL	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed.
Trial Exh 1356	4/17/2023	N/A	N/A		Nektar Therapeutics Announces Strategic Reprioritization and Cost Restructuring Plan		Franko, Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses.			Relevance (401/402); 403; MIL	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed.
Trial Exh 1357	4/20/2023	Nektar00000870942	Nektar00000870943		Email from Ruddock re PureTech		Ruddock, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401/402); MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MIL is opposed.
Trial Exh 1358	4/20/2023	Nektar00000870950	Nektar00000870951		Email from Tagliaferri re PureTech Discussion		Robin, Ruddock, Zalevsky, Marais	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401/402); MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MIL is opposed.
Trial Exh 1360	4/21/2023	Nektar00000100409	Nektar00000100410		Email from J. Ruddock re REZPEG atopic dermatitis (2:30pm ET)		Ruddock, Robin, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Hearsay (802); Incomplete (106)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1364	4/25/2023	Nektar00000607863	Nektar00000607866		Joe email re Rezpeg P2 Atopic Derm Study		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1365	4/26/2023	PureTech_09024543; LLY02427344	PureTech_09024550; LLY02427344		Email from Katka re PTH Commercial Perspective on 358		Robbins; Nirula; Skovronsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witnesses.			Hearsay (802); Lack of Foundation/Personal Knowledge (104/602); MIL; Relevance (401/402); 403	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602). MIL is opposed. The exhibit is relevant to Lilly defenses, to rebut Nektar claims, to witness credibility, and to CRE (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 1367	4/27/2023				PowerPoint titled GTR Antagonist (LY3844583) PIC' Visit 2: PoC Trial Design and Budget Approval			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge.	Foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1368	4/27/2023	N/A			Gabrielle Masson, Angen cuts lupus programs for facility hours after Lilly officially walks away from one, too, Fierce Biotech		Robbins	Relevant to jury understanding of clinical development and competitive landscape, key issues relevant to parties' claims and defenses; cross-examination of Nektar expert witness			403; Relevance (401/402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to Lilly defenses, to rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1369	4/27/2023	Nektar0000033950	Nektar00000233951		Email from Zalesky re dosing scheme for AdD study		Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1370	4/27/2023	Nektar00000524602	Nektar00000524605		Email from Tagliaferri re Eli Lilly Timeline for Delivering Rezpeg Documents to Nektar		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/802)	Foundation/personal knowledge will be established at trial (see Rule 802).
Trial Exh 1371	4/27/2023	LLY02428153	LLY02428157		Portfolio Investment Council Meeting Minutes		Pfeifer, Nirula, Skovronsky	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807); MIL is opposed.
Trial Exh 1376	4/28/2023	Nektar00000992156 Nektar00000300411	Nektar00000992159 Nektar00000300415		Email from Ross re PureTech proposal		Robin, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402); MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402); MIL is opposed.
Trial Exh 1377	4/30/2023			Email from DocuSign System to Jonathan Zalesky re: [EXTERNAL] Completed; Complete with DocuSign; At a Q1/23 Review of EC Performance Grant Triggers				Not relevant; hearsay; no foundation / personal knowledge; subject to MIL.	Relevant to damages and Nektar's expectations; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MIL; Nektar opposes MIL.			
Trial Exh 1380	5/1/2023	LLY02219141	LLY02219239			Rameyer; Nirula; Skovronsky; Ashrafzadeh; Klekorka; Pfeifer; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1383	5/4/2023	Nektar00000870775	Nektar00000870776		Email from Tagliaferri re Publications and Lilly		Zalesky, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1384	5/4/2023	Nektar00000943990 LLY02446543	Nektar00000943991 LLY02446826		Robin Zalesky Text messages	Jonsson; Nirula	Robin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402); 403; MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403); MIL is opposed.
Trial Exh 1385	5/5/2023			Email from Michael Sprengnether to Patrick Jonsson, Ajay Nirula re: BAML Healthcare Conference Prep Materials				Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	No foundation / personal knowledge; subject to MIL; not relevant.	Foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1388	5/9/2023	N/A			Nektar Therapeutics FQ1 2023 Earnings Call Transcript		Robin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			403; Relevance (401/402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402); MIL is opposed.
Trial Exh 1389	5/9/2023	N/A			Nektar Therapeutics FQ1 2023 Earnings Call Transcripts		Robin	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			403; Relevance (401/402); MIL	No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402); MIL is opposed.
Trial Exh 1390	5/15/2023	Nektar00000870463 LLY00904087	Nektar00000870477 LLY00904129		Email from Wilson re Criticos/Nektar - Management Presentation		Ruddock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402); MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402); MIL is opposed.
Trial Exh 1391	5/16/2023			Email from Jennifer Lynn Workman to Randall Boon and others re: RE-SLE-BRAVE Virtual Training		Rameyer; Nirula; Skovronsky; Ashrafzadeh; Klekorka; Pfeifer; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1392	5/16/2023	Nektar00000091557	Nektar00000091563		Muehl email re Ph2 material		Huckstep, Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1393	5/17/2023			Article titled Safety of Lebrikizumab in Adults and Adolescents with Moderate-to-Severe Atopic Dermatitis - An Integrated Analysis of Eight Clinical Trials		Skovronsky; Nirula; Schmitz; Klekorka; Mostaghimi; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 1394	5/19/2023	Nektar00000101101	Nektar00000101113		Email from Jonathan Zalesky to Fantom, Yi Liu, Danni Yu, Brian Kotzin, Sohail Chaudry re: Nektar Atopic Dermatitis Abstract for EADV for review		Zalesky; Christin Fantom; Yu; Kotzin	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 1395	5/19/2023	Nektar00000739939	Nektar00000740011				Ruddock; Robin; Sasaki; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; relevant to damages		
Trial Exh 1398	5/22/2023	LLY00720621	LLY00720622		Email from Heng Zou re: Re: [EXTERNAL] 20230522: urgent question for EADV abstract		Robbins	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	No foundation / personal knowledge; hearsay.	Admissible under Rules 702/703; foundation will be established at trial; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
		LLY02429128	LLY02429128			Schmitz, Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MFL.	Nektar opposes MFL.		
Trial Exh 1399	5/23/2023	LLY00907905	LLY00907905	Teams chat between Carsten Schmitz and Jeremy Huckstep		Zou, Yu, Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial.		
Trial Exh 1403	5/23/2023	LLY02238229	LLY02238231	Email from Heng Zou to Danni Yu, Yi Lin, Qing Zheng re: RE: [EXTERNAL] 20230522: urgent question for EADV abstract		Zou, Yu, Zalesky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807.		
Trial Exh 1404	5/24/2023	LLY00902914	LLY00902929	Email from Heng Zou to Qing Zheng, Yi Lin, Jonathan Zalesky re: RE: [EXTERNAL] 20230522: urgent question for EADV abstract		ICON (Rylance); Zou; Schmitz, Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation/personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial.		
Trial Exh 1406	5/25/2023	LLY00908039	LLY00908052	Email from Heng Zou to Jordan Bauer re: RE: [EXTERNAL] KFAD - Client's new/update requests		Zou; Schmitz, Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial.		
Trial Exh 1408	5/25/2023	LLY00902892	LLY00902906	Email from Heng Zou to Jordan Bauer re: RE: [EXTERNAL] KFAD - Client's new/update requests		Manner; Schmitz, Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial.		
Trial Exh 1409	5/25/2023	LLY00904263	LLY00904264	Email from David Manner to Carsten Schmitz re: RE: [EXTERNAL] KFAD - Client's new/update requests		Rameyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; probative value outweighed by unfair prejudice or jury confusion (403).	Relevant background and relevant to Lilly's CRE obligations and development of Rezip and comparator drugs; not prejudicial or confusing, and Rule 403 balance favors admissibility.		
Trial Exh 1410	5/25/2023	LLY02221398	LLY02221401	RE: Personnel Announcement - Kati Rameyer		Zou, Yu		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807.		
Trial Exh 1411	5/26/2023			Email from Heng Zou to Danni Yu re: RE: [EXTERNAL] 20230522: urgent question for EADV abstract				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1412	5/29/2023	Nektar00000943992	Nektar00000943993		Robin Zalesky Text messages		Robin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.			Relevance (401-402)	
Trial Exh 1413	5/31/2023	Nektar00000152351	Nektar00000152356		Email from Ruddock re Correction to of b7c times		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.			Hearsay (802); 403; Relevance (401-402); MFL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MFL is opposed.
Trial Exh 1415	6/4/2023	LLY02431339	LLY02431339	Teams chat from D. Manner		Schmitz		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1418	6/7/2023	Nektar00000950370	Nektar00000950370		Email from Tagliaferri re PPD Discussion		Robin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.			Relevance (401-402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1421	6/12/2023	Nektar00000602356	Nektar00000602373		Change Order #1 to Scope of Work #38		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.			Incomplete (106); Lack of Foundation/Personal Knowledge (104-002); Relevance (401-402)	Exhibit has been supplemented for completion or Exhibit is complete; Foundation/personal knowledge will be established at trial (see Rule 602); The exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and CRE (see Rules 401, 402).
Trial Exh 1422	6/13/2023	Nektar00000992521	Nektar00000992527		Email from Ziaee re Aliqos, Nektar (aka Project Honeybee) - Data Rooms		Ruddock, Robin, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezip; cross examination of the named Nektar witnesses.			Relevance (401-402); MFL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). MFL is opposed.
Trial Exh 1423	6/20/2023	LLY00905858	LLY00905877			Schmitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial.		
		Nektar00000654071	Nektar00000654092			Yu, Zalesky; Kotzin; Tagliaferri; Montaghini; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803-807; foundation and knowledge will be established at trial; admissible under Rules 702-703; relevant to Lilly's CRE obligation and development of Rezip.		
Trial Exh 1424	6/20/2023	LLY00906914	LLY00906978			Schmitz; Robbins; Montaghini		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezip and comparator drugs.		
Trial Exh 1425	6/21/2023				Email from Carsten Schmitz to Anja Koester re: CD200 IB			Relevant to collaboration development decisions to defend against Nektar's breach of contract claim				Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1426	6/21/2023	LLY02197528	LLY02197545		J. Huckstep email attaching Lilly letter re TMP materials		Huckstep	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezip.		
Trial Exh 1431	6/23/2023	LLY00903308	LLY00903308			Zou, Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezip.		
		LLY00906256	LLY00906264			Rickoska; Schmitz, Zou; Manner		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezip; foundation and knowledge will be established at trial.		
Trial Exh 1433	6/26/2023	LLY02454301	LLY02454307			Huckstep; Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezip.		
Trial Exh 1435	6/27/2023							Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing				

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1436	6/28/2023	LLY00902876	LLY00902877		Email from D. Manner to C. Schmitz re: KFAD EASI Issue		Ashrafzadeh, Kotzin, and Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1439	6/30/2023	Nektar00000956360 Nektar00000300334	Nektar00000956362 Nektar00000300337		Document Preservation Notice		Wilson	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).				The exhibit is relevant to witness credibility, and cross examination of named Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 1441	7/13/2023			Performance Grant Triggers		Ruddock; Zalevsky; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	No foundation / personal knowledge; hearsay; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1442	7/13/2023			Email from Charlene Jue to Bohra Salochana re: 358 2023 DSUR		Zalevsky; Ruddock; Kotzin; Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1443	7/13/2023	Nektar00000526934 LLY01283192	Nektar00000526951 LLY01285246		Hazlett email re Nektar I Analysis/Mate SOW next steps		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1444	7/14/2023			Investigator's Brochure GFR Antagonist Antibody		Nirula; Evans; Skovronsky; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; foundation and personal knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1445	7/17/2023	LLY00900361	LLY00900361		Excel file: OAM Alliance Overview_July_2023	Jonsson; Huckstep		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation and personal knowledge will be established at trial.		
Trial Exh 1446	7/17/2023	LLY02474867	LLY02474867		Anti-BTLA Agentist/Venaprabhat - Phase 1 Prioritist - CSR Synopsis	Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; cumulative or duplicative.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility.		
Trial Exh 1448	7/18/2023	Nektar00000151928	Nektar00000151929		Email from Tagliaferri re Graphic One Page Educational Pamphlet for IRs		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).				The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1450	7/26/2023	LLY02219241 LLY00903619	LLY02219245 LLY00903620		Giasten Schmitz's resume	Schmitz Manner		Background	Not relevant.	Relevant background.		
Trial Exh 1453	7/31/2023			Overview of Data Integrity for Statistical Sciences (attachment to LLY00903608)		Manner; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; no authentication.	Foundation and knowledge will be established at trial; exhibit authenticated by virtue of it being produced by Lilly in response to Nektar production requests.		
Trial Exh 1454	8/4/2023	LLY00902966	LLY00902967		Email from David Manner to Heng Zou re: RE: [EXTERNAL] Question about PASI Score Calculations in KFAC			Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 1455	8/7/2023	LLY00902378	LLY00902392		Email from Cursten Schmitz to David Manner re: RE: [EXTERNAL] KFAD - Client's new update requests	Manner; Zou; Schmitz; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1456	8/7/2023	LLY02430657	LLY02430657		Teams chat messages between Jeremy Huckstep and Kathryn Ramseyer	Huckstep; Ramseyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL; hearsay; no foundation / personal knowledge.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 1457	8/7/2023	LLY02220373	LLY02220373		Email from Patrik Jonsson to multiple recipients re:RE: Nektar Announces Promising New and Corrected Rezpegaldesleukin Efficacy Data	Jonsson; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL; hearsay.	Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1458	8/7/2023			Press release titled Nektar Announces Promising New and Corrected Rezpegaldesleukin Efficacy Data Which Were Previously Reported in 2022 and Incorrectly Calculated by Former Collaborator Eli Lilly & Company, August 7, 2023		Robins; Yu; Kotzin; Tagliaferri; Ruddock; Zalevsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; probative value outweighed by unfair prejudice (403).	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; highly probative, not prejudicial, and Rule 403 balance favors admissibility.		
Trial Exh 1459	8/7/2023	LLY02431347	LLY02431347		Teams chat between David Manner, Ajay Nirula, and others	Manner; Nirula; Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Nektar opposes MIL.		
Trial Exh 1460	8/7/2023	LLY02431078	LLY02431080		Teams chat confirming no raw-to-TPL for phase 1		Manner	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Foundation/Personal Knowledge (104/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1461	8/7/2023	Nektar000000088259	Nektar000000088272		Rezpegaldesleukin (REZPEG) Corrected Phase 1b Dataset of REZPEG in Atopic Dermatitis and Psoriasis slides		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1462	8/7/2023	Nektar00000868960	Nektar00000868961		Email from Chervatya re Press Release is Now Public		Zalevsky; Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402); 403; MIL	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403). MIL is opposed.

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1467	8/7/2023	LLY02220363	LLY02220363	Email from Joseph E Fletcher to multiple recipients re: Re: Nektar Announces Promising New and Corrected Rezpegaldeslekin Efficacy Data V		Jonsson; Skovronsky;		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
		LLY02201949	LLY02201949									
Trial Exh 1468	8/7/2023	LLY02201949	LLY02201949	Email from Jeremy Hackett to David Manner re: Re: [EXTERNAL] Question about PASI Score Calculations in KFAC		Manner; Hackett		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg.		
		Nektar00000008252	Nektar00000008252									
Trial Exh 1469	8/7/2023	LLY02454376	LLY02454377	Email from Sohail Chandhry to multiple recipients re: Nektar Update on REZPEG		Nirula; Jonsson; Skovronsky		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; hearsay.	Foundation and knowledge will be established at trial; not subject to MRL; Nektar opposes MRL.		
		LLY02428832	LLY02428833									
Trial Exh 1470	8/7/2023	LLY02428832	LLY02428833	Email from Lotus Mallbris to Shanthi Setheruram, Patrik Jonsson re: Re: Nektar Announces Promising New and Corrected Rezpegaldeslekin Efficacy Data		Schnitz		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MRL.	Relevant to Lilly's CRE obligation and development of Rezpeg; Nektar opposes MRL.		
		LLY02428832	LLY02428833									
Trial Exh 1471	8/8/2023	LLY02428832	LLY02428833	Teams chat between Carsten Schnitz and Anja Koester				Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
		Nektar00000733854	Nektar00000733857									
Trial Exh 1472	8/8/2023	Nektar00000733854	Nektar00000733857	Email from Wu re NCTR - Flash / Lilly May Have Misrepresented Rezpeg AID Efficacy, But Does It Matter? / Market Perform		Ruddock		Rebut and defend against Nektar allegations of damages or other harm; cross examination of the named Nektar witnesses.			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
		Nektar00000733898	Nektar00000733901									
Trial Exh 1473	8/8/2023	Nektar00000733898	Nektar00000733901	Email from Robin re NCTR - Flash/Lilly May Have Misrepresented Rezpeg AID Efficacy, But Does It Matter?		Robin, Ruddock, Marais		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.			Lack of Foundation/Personal Knowledge (104/602); Relevance (401/402)	Foundation/personal knowledge will be established at trial (see Rule 602); The exhibit is relevant to Lilly's defenses, rebutting Nektar's claims, and CRE (see Rules 401, 402).
		Nektar000009601321	Nektar000009601323									
Trial Exh 1474	8/10/2023	Nektar000009601321	Nektar000009601323	Email from Waltz re NCTR ISR Pamphlet v3		Evans; Skovronsky; Jonsson; Robbins; Mostaghimi	Other Nektar Witness	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MRL; cumulative or duplicative; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MRL; Nektar opposes MRL. Rule 403 cumulative or duplicative objection can be addressed at trial and balance favors admissibility; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
		LLY01282169	LLY01282307									
Trial Exh 1476	8/14/2023	Nektar00000600979	Nektar00000600979	Investigator's Brochure Baricitinib (Chumant)		Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	MIL; hearsay.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; not subject to MRL; Nektar opposes MRL.		
		Nektar00000733854	Nektar00000733857									
Trial Exh 1478	8/15/2023	Nektar00000733854	Nektar00000733857	Email from Wang Waltz to Multiple Recipients re: 23-358-05: PAI Dated 09Aug2023				Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drug relevant under the License Agreement standard.		Hearsay (802); Foundation/Personal Knowledge (104/602)		Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
		LLY02466938	LLY02466977									
Trial Exh 1479	9/5/2023	LLY02466938	LLY02466977	BTLA Board of Directors Meeting slides		Nirula, Klekorka		Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drug relevant under the License Agreement standard.		Hearsay (802); MIL		Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). MIL is opposed.
		LLY01321730	LLY01321738									
Trial Exh 1480	9/7/2023	LLY01321730	LLY01321738	GTR Antagonist (LY3844583) Request for Phase 2a AID and Ph2b CMC Funding		Pfeifer, Nirula, Skovronsky		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.		Hearsay (802); MIL		Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). MIL is opposed.
		LLY02428197	LLY02428199									
Trial Exh 1481	9/7/2023	LLY02428197	LLY02428199	Portfolio Investment Council Meeting Minutes		Nirula, Skovronsky, Pfeifer		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.		Hearsay (802); MIL		The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
		Nektar00000868333	Nektar00000868334									
Trial Exh 1483	9/13/2023	Nektar00000868333	Nektar00000868334	Email from Tagliaferri re Phase 2b Study Critical Delta to Reach Statistical Significance		Zalesky, Ruddock		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.		Relevance (401/402)		The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
		Nektar00000739690	Nektar00000739692									
Trial Exh 1484	9/15/2023	Nektar00000739690	Nektar00000739692	Email from Ruddock re Leerink note		Sasaki; Rao	Ruddock, Zalesky	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	No foundation / personal knowledge; hearsay.	Foundation and knowledge will be established at trial; admissible under Rules 702/703; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.	Relevance (401/402); 403	No unfair prejudice and balance favors admissibility (see Rules 401, 403).
		Nektar00000780877	Nektar00000780884									
Trial Exh 1485	9/21/2023	Nektar00000780877	Nektar00000780884	Email from Lorin Sasaki re: June 2023 Valuation Model		Robbins	Other Nektar Witness	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation will be established at trial.	Lack of Foundation/Personal Knowledge (104/602)	Foundation/personal knowledge will be established at trial (see Rule 602).
		Nektar00000780877	Nektar00000780878									
Trial Exh 1487	9/21/2023	Nektar00000780877	Nektar00000780878	Email from Lorin Sasaki re: June 2023 Valuation Model				Relevant to jury understanding of clinical development and competitive landscape; key issues relevant to parties' claims and defenses; cross-examination of Nektar expert witness.		403; Relevance (401/402); MIL		No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MIL is opposed.
		N/A										
Trial Exh 1488	9/23/2023	N/A		Valentina Lykhoviy et al., IL-2 immunotherapy for targeting regulatory T cells in autoimmunity, 24 Genes & Immunity 248		Robbins		Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses.		Lack of Foundation/Personal Knowledge (104/602)		Foundation/personal knowledge will be established at trial (see Rule 602).
		Nektar00000957710	Nektar00000957872									
Trial Exh 1489	9/27/2023	Nektar00000957710	Nektar00000957872	REZPEG Protocol No. 23-358-05 Amendment 2.0		Krueger, Other Nektar Witness						

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1491	10/12/2023	LLY02466978	LLY02467054		BTLA Board of Directors Meeting slides		Nirula, Klekoka	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearway (802); Foundation/Personal Knowledge (104/402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1493	10/18/2023			Article titled TD Equity Research: Biotechnology - Nektar Therapeutics - Takeaways from Meeting with Management		Marais		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches; witness credibility.	Hearway; no foundation / personal knowledge; probative value outweighed by unfair prejudice (403).	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; Rule 403 balance favors admissibility.		
Trial Exh 1495	10/30/2023	Nektar00000323358	Nektar00000323366		DocuSign Email re At 1 Q3 '23 Review of EC Performance Grant Triggers FINAL		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401/402); 403	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 1497	11/3/2023	Nektar00000998118	Nektar00000998243		Medidata Rave Case Report Form (CRF) Completion Guidelines		Mostaghimi, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses(s).			Incomplete (106); Lack of Foundation/Personal Knowledge (104/402); Relevance (401/402)	Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to Lilly defenses and to rebut Nektar claims. (see Rules 401, 402).
Trial Exh 1498	11/10/2023	Nektar0000744535	Nektar0000744537		Email from Robin re NCTR - Dropping Coverage Due to Reallocation of Resources / Coverage Dropped		Robin, Ruddock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401/402); 403	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402). No unfair prejudice and balance favors admissibility (see Rules 401, 403).
Trial Exh 1499	11/21/2023	Nektar0000744617	Nektar0000744619		Email from Wu re Follow-up Materials from Nektar Touchpoint		Ruddock, Zalesky, Marais	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402).
Trial Exh 1500	12/8/2023			Lilly's Responses to RFP Set 1		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1501	12/8/2023			Lilly's Responses to ROG Set 1		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MLL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MLL; Nektar opposes MLL.		
Trial Exh 1502	12/8/2023	Nektar00000744260	Nektar00000744262		Email from Sasaki re Updated Budget Presentation		Robin, Ruddock, Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402).
Trial Exh 1503	12/8/2023	LLY02427447	LLY02427460		GTR Antagonist (LY384583) Termination of Ad Indication		Pfeifer, Nirula, Skovronsky	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearway (802); MLL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). MLL is opposed.
Trial Exh 1506	12/31/2023	Nektar00001317592	Nektar00001317743		Eli Lilly and Company Form 10-K Annual Report for the fiscal year ended December 31, 2023.		Skovronsky; Jonsson	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MLL; probative value outweighed by risk of unfair prejudice (403); not relevant.	Not subject to MLL; Nektar opposes MLL; highly probative and Rule 403 balance favors admissibility; relevant to Lilly's CRE obligation and development of Rezpeg and defenses.		
Trial Exh 1509	1/15/2024	Nektar00000285745	Nektar00000285749		Eli Lilly and Company Form 10-K Annual Report for the fiscal year ended December 31, 2023.		Ruddock; Zalesky; Robbins; Rao	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; hearsay; no foundation / personal knowledge; subject to MLL.	Relevant to damages; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL.		
Trial Exh 1510	1/19/2024	LLY02472181	LLY02472192		Performance Grant Triggers		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer; Zou; Mostaghimi	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; Not relevant.	Foundation and knowledge will be established at trial; admissible under Rules 702/703; relevant to Lilly's CRE obligation and development of Rezpeg.		
Trial Exh 1512	1/30/2024	LLY02472209	LLY02472229		Safety & Efficacy Quality System - Quality Series Third Party Management		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer; Zou; Mostaghimi	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg; admissible under Rules 702/703; foundation and knowledge will be established at trial.		
Trial Exh 1514	2/6/2024				Safety & Efficacy Quality System - Quality Series Third Party Oversight Activities Template		Krueger	Witness credibility; proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MLL; no foundation / personal knowledge.	Relevant to witness credibility and Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MLL; Nektar opposes MLL; admissible under Rules 702/703.		
Trial Exh 1515	2/22/2024	LLY02467559	LLY02467561		Article titled Lebrikizumab in Uncontrolled Asthma: Reanalysis in a Well Defined Type 2 Population			Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearway (802); Foundation/Personal Knowledge (104/402); 403; Relevance (401/402); MLL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 1516	2/22/2024	LLY02467630	LLY02467669		Ucenprubert/CD200R BoD Minutes		Klekoka, Schmitz, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearway (802); Foundation/Personal Knowledge (104/402); 403; Relevance (401/402); MLL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 1517	2/27/2024	Nektar0000285576	Nektar0000285577		CD200R Agonist Antibody Board of Directors Deck		Krueger, Klekoka, Schmitz	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.				
Trial Exh 1520	3/4/2024				Email from M. Tagliaferri to J. Ruddock re DERMIRA CASE STUDY		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses(s).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witnesses (see Rules 401, 402).
Trial Exh 1520	3/4/2024				Lilly's Responses to RFA Set 1		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MLL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MLL; Nektar opposes MLL.		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1521	3/7/2024			Lilly's Responses to RFP Set 2		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1522	3/12/2024	Nektar00000936123	Nektar00000936123		M. Tagliaferri Email attaching REZPEG Executive Committee Update with "Rezpegaldesleukin Regulatory Update for Atopic Dermatitis Phase 2b"		Ruddock, Krueger	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1523	3/12/2024	Nektar00000936124	Nektar00000936124		EC Update Rezpeg slides		Ruddock, Krueger	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1524	3/13/2024	Nektar00000936123	Nektar00000936125		Email from M. Tagliaferri re Slides		Tagliaferri, Ruddock	Relevant to jury's understanding of Rezpeg's clinical development; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witness(es).			Relevance (401/402); Duplicate	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402). Exhibit is not duplicative.
Trial Exh 1525	3/15/2024	N/A			Fanton email re Nektar/Lilly - Transition Requests		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1526	3/29/2024	LLY02474871	LLY02474871	Lilly's Answer and Counterclaim		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Rebut allegations in counterclaims of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; no foundation / personal knowledge.	Lilly's answer is relevant because it contains opposing party admissions about Rezpeg's development; Lilly's answer is not subject to a MIL; foundation will be laid at trial.		
Trial Exh 1527	4/1/2024			Anti-BTLA Agonist/Venaprobut - Phase 2 Lupus - CSR Synopsis		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	No foundation / personal knowledge; not relevant.	Foundation and knowledge will be established at trial; admissible under Rules 702/703; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1530	4/24/2024			Lilly's Responses to ROG Set 2		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1531	4/26/2024			Lilly's Supplemental Responses to RFA Set 1		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1532	4/29/2024	Nektar00001315983	Nektar00001316160		Development Safety Update Report	Zalesky; Kozain; Ruddock; Tagliaferri; Fanton; Robbins		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Subject to MIL.	Not subject to MIL; Nektar opposes MIL.		
Trial Exh 1535	6/6/2024	Nektar00000957873	Nektar00000958052		REZPEG Protocol No. 23-358-05 Amendment 3 (June 6, 2024)		Krueger, Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witness(es).			Lack of Foundation/Personal Knowledge (104/802)	Foundation/personal knowledge will be established at trial (see Rule 402).
Trial Exh 1537	6/10/2024	Nektar00000957873	Nektar00000958052		Rezpegaldesleukin - Protocol Number 23-358-05		Mostaghimi	Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exceptions under Rules 803/807; admissible under Rules 702/703; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1538	6/14/2024	N/A	N/A		Nektar Company Conference Presentation Transcript		Zalesky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Relevance (401/402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402).
Trial Exh 1539	6/20/2024			Lilly's Responses to RFP Set 3		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1541	7/26/2024			Lilly's Responses to RFA Set 2		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1542	7/26/2024			Lilly's Responses to ROG Set 3		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1545	8/1/2024			Saphrolo FDA Label		Ashrafzadeh; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; foundation and knowledge will be established at trial; admissible under Rules 702/703.		
Trial Exh 1546	8/6/2024			Press Release titled Artax Biopharma Raises \$8 Million Ahead of Phase 2a Data Expected in Q4-2024		Krueger		Witness credibility	Hearsay; not relevant; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703.		
Trial Exh 1547	8/20/2024			Taltz FDA Label, date: August 20, 2024		Rao; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant; duplicative.	Relevant for background and Lilly's development of Rezpeg and comparable drugs; duplicative objection can be addressed at trial.		
Trial Exh 1548	8/21/2024	LLY02468630	LLY02468631	Ucenprabart BoD Minutes			Klekota, Schmitz	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); 403; Relevance (401/402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to CRE (see Rules 401, 402); MIL is opposed.



Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1549	8/21/2024	LJY02468632 Nektar00001316536	LJY02468655 Nektar00001316536		Ucenpeubart Board of Directors Meeting Deck		Krueger, Klekotka, Schmitz, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.		Hearsey (802); 403; Relevance (401;402); MLL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 1551	9/1/2024			LifeSci Consulting - Rezpeg: Atopic Dermatitis Commercial Opportunity Assessment				Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsey; no foundation / personal knowledge; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; foundation and knowledge will be established at trial; not subject to MLL; Nektar opposes MLL.		
Trial Exh 1552	9/1/2024	Nektar00001229215	Nektar00001229362	Lzbrkizumab FDA Label		Nirula; Skovronsky; Jonsson, Ashrafzadeh; Schmitz; Manner; Murray; Ramseyer; Pfeifer; Robbins; Mostaghimi; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Subject to MLL; not relevant.	Not subject to MLL; Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs.		
Trial Exh 1554	9/6/2024			NEK2135805 Medidata Rave eCRF Completion Guidelines		Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsey; subject to MLL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL.		
Trial Exh 1555	9/13/2024	Nektar00001086567	Nektar00001086568			Zalevsky; Kotzin; Ruddock; Tagliaferri; Fantom; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Hearsey; subject to MLL; not relevant	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; not subject to MLL; Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages.		
Trial Exh 1556	9/13/2024	Nektar00001148845 Nektar00000962228	Nektar00001148926 Nektar00000962435		Resolve AD Investigator Meeting Protocol 23-358-05		Mostaghimi, Krueger, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Hearsey at Nektar00000962233 to Nektar00000962239; subject to MLL.	Relevance (401;402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1557	9/18/2024			Nektar Therapeutics Board of Directors Meeting		Zalevsky; Robin; Ruddock; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803.		
Trial Exh 1559	9/23/2024	Nektar00000958138	Nektar00000958192		PowerPoint titled Lupus Therapeutics & Nektar Data Review Meeting	Krueger; Zalevsky; Robbins; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Not relevant.	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages.		
Trial Exh 1560	9/23/2024	Nektar00001020118	Nektar00001020125		Nektar Therapeutics Data Review Advisory Board Meeting	Zalevsky; Kotzin; Ruddock; Tagliaferri; Fantom; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Hearsey; subject to MLL; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages.		
Trial Exh 1561	10/17/2024	Nektar00001073244	Nektar00001073274			Zalevsky; Kotzin; Ruddock; Tagliaferri; Fantom; Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages for Lilly's breaches	Hearsey; subject to MLL; not relevant.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; Nektar opposes MLL; relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages.		
Trial Exh 1562	10/18/2024	LJY02448631	LJY02448631		Requested PAG Probabilities		Murray, Klekotka	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.		Hearsey (802); Foundation/Personal Knowledge (104/602); 403; Relevance (401;402)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402).
Trial Exh 1564	11/8/2024	Nektar00001017922	Nektar00001017923		Email from Modi re 358-05: ESR re-assessment metrics as of 08Nov2024		Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).	Not authentication; no foundation / personal knowledge will be established at trial; unfair prejudice / confusing the jury (403).		Lack of Foundation/Personal Knowledge (104/602); Relevance (401;402)	Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to Lilly defenses and to rebut Nektar claims. (see Rules 401, 402).
Trial Exh 1565	11/14/2024			EASI Calculator Table		Zou		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not authentication; no foundation / personal knowledge will be established at trial; unfair prejudice / confusing the jury (403).	Authentication, foundation, and knowledge will be established at trial; highly probative and Rule 403 balance favors admissibility.		
Trial Exh 1566	11/27/2024			Nektar Amended 3086 Notice		Klekotka		Background	Not relevant; no foundation / personal knowledge; not admissible.	Relevant background for corporate testimony; foundation and knowledge will be established at trial; "not admissible" is not an objection.		
Trial Exh 1567	11/27/2024			Nektar 300b(6) Deposition Notice		David Kutolski		Background	Not relevant; no foundation / personal knowledge; not admissible.	Relevant background for corporate testimony; foundation and knowledge will be established at trial; "not admissible" is not an objection.		
Trial Exh 1568	11/27/2024			Nektar 300b(6) Deposition Notice		Ramseyer		Background	Not relevant; no foundation / personal knowledge; not admissible.	Relevant background for corporate testimony; foundation and knowledge will be established at trial; "not admissible" is not an objection.		
Trial Exh 1569	12/3/2024	N/A			ClinicalTrials.gov; Master Protocol of Multiple Interventions for the Treatment of Adults with Moderate-to-Severe Atopic Dermatitis		Krueger, Klekotka, Schmitz, Skovronsky	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.	Relevant to Lilly's efforts, expertise, and resources to develop Rezpeg or other relevant drugs relevant under the License Agreement standard; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.		Foundation/Personal Knowledge (104/602); 403; Relevance (401;402); MLL	Foundation/personal knowledge will be established at trial (see Rule 602). No unfair prejudice and balance favors admissibility (see Rules 401, 403). The exhibit is relevant to rebut Nektar claims and to CRE (see Rules 401, 402). MLL is opposed.
Trial Exh 1570	12/13/2024	Nektar00000964590	Nektar00000964756		Nektar Board of Directors' Meeting Agenda		Robin, Ruddock, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; cross examination of the named Nektar witnesses).			Relevance (401;402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1571	12/16/2024	Nektar00001202262	Nektar00001202262		Findings - Figure 1.6 Finding Details		Mostaghimi, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of the named Nektar witnesses.			Relevance (401/402)	The exhibit is relevant to rebut Nektar claims and to cross examine Nektar witness (see Rules 401, 402).
Trial Exh 1572	12/18/2024	N/A	N/A		Nektar Therapeutics' Privilege Log		Raddock, Zalevsky	Cross examination of the named Nektar witnesses; Relevant to adverse inference instruction."			Relevance (401/402); Foundation/Personal Knowledge (104/602)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, witness credibility and cross-examination of named Nektar witnesses (see Rules 401, 402). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1573	12/18/2024	N/A	N/A		Klekoka Ex. 164 (20(b)(6) binder)		Klekoka	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg.			Hearsay (802); Foundation/Personal Knowledge (104/602)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1576	1/1/2025			PowerPoint titled LifeSci Consulting, REZPEG Atopic Dermatitis Commercial Opportunity Assessment, January 2025		Rao; Raddock		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge; subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; foundation and knowledge will be established at trial; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1578	1/14/2025	Nektar00001316534	Nektar00001316534	Spreadsheet titled Nektar REZPEG Model 1.14.25 updated.xlsx		Zalevsky; Kotzin; Raddock; Tagliaferri; Fantom; Sasaki; Rao		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Hearsay; no foundation / personal knowledge.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; foundation and knowledge will be established at trial.		
Trial Exh 1580	1/24/2025			Lilly's Responses to RFA Set 3		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1581	1/24/2025			Lilly's Responses to ROG Set 4		Nirula; Skovronsky; Jonsson; Ashrafzadeh; Schmitz; Munner; Murray; Ramseyer; Pfeifer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing; proof of damages caused by Lilly's breaches	Not relevant as to certain responses; subject to MIL.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL.		
Trial Exh 1582	1/24/2025			Lilly's Third Amended Initial Disclosures		Skovronsky; Jonsson; Munner; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing; background.	Not relevant; no foundation / personal knowledge; probative value outweighed by jury confusion (403).	Relevant to Lilly's CRE obligation and development of Rezpeg; relevant to damages and background; not prejudicial or confusing, and Rule 403 balance favors admissibility; foundation and knowledge will be established at trial.		
Trial Exh 1585	2/6/2025	Nektar0000131900	Nektar0000131900	Spreadsheet titled 2025 Jan 2025_L1T CASH MODEL_NKTR-358_DETACH_SUPPORT		Raddock; Sasaki; Rao		Proof of damages for Lilly's breaches	Hearsay; no foundation / personal knowledge; no authentication.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/803; admissible under Rules 702/703; foundation and knowledge will be established at trial; Nektar will authenticate at trial.		
Trial Exh 1586	2/10/2025			Press Release titled Nektar Therapeutics Receives Fast Track Designation for Rezpegaldesleukin for the Treatment of Moderate-to-Severe Atopic Dermatitis		Zalevsky; Robin; Raddock; Kotzin; Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; not relevant; probative value outweighed by unfair prejudice (403); subject to MIL.	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant background; Rule 403 balance favors admissibility; Nektar opposes MIL.		
Trial Exh 1587	3/7/2025	N/A	N/A		Jonathan Silverberg et al., "Safety Profile of Rezpegaldesleukin, a Selective Regulatory T-Cell-Inhibiting Interleukin-2 Conjugate, versus Placebo Based on an Aggregate Safety Evaluation of 746 Subjects Enrolled Across 9 Studies."		Krueger, Tagliaferri, Zalevsky, Yi, Liu	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg			Relevance (401/402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402).
Trial Exh 1588	3/31/2025			Amended Deposition Subpoena for Ikon		ICON (By-lance)		Background	Not relevant; no foundation / personal knowledge; not admissible.	Relevant background for corporate testimony; foundation and knowledge will be established at trial; "not admissible" is not an objection.		
Trial Exh 1592	7/30/2025			Press Release titled Rezpegaldesleukin gets fast track designation for alopecia		Zalevsky; Robin; Raddock; Kotzin; Robbins		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Hearsay; not relevant; probative value outweighed by unfair prejudice (403).	Not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; relevant background; Rule 403 balance favors admissibility.		
Trial Exh 1593	8/8/2025	N/A	N/A		<a href="https://www.dermatologytimes.com/view/jonathan-zalevsky-phd-on-rezpegaldesleukin-a-biologic-approach-to-alopecia-area">https://www.dermatologytimes.com/view/jonathan-zalevsky-phd-on-rezpegaldesleukin-a-biologic-approach-to-alopecia-area</a>		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Rezpeg; Cross examination of Named Nektar witnesses			Relevance (401/402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402).
Trial Exh 1594	9/4/2025			clinicaltrials.gov/briciksumab-eczema-trials		Robbins; Mostaghimi		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; subject to MIL; hearsay.	Relevant to Lilly's CRE obligation and development of Rezpeg and comparator drugs; not subject to MIL; Nektar opposes MIL; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1597	9/11/2025			Case No. 23-2134: United States Court of Appeals for 7th Circuit; <i>Sorek v Lilly - 7th Circuit Opinion</i>		Skovronsky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403); and inadmissible under 404. This is a court document regarding a civil False Claims Act judgment and appeal in unrelated litigation, which has no "tendency" to make any material fact in this case "more or less probable," introduces significant "danger of confusing the issues, wasting time, and misleading the jury" that substantially outweighs any probative value, and it is impermissible character evidence that does not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident." <i>Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.</i> , 2011 WL 7710202, at *1 (C.D. Cal. Nov. 10, 2011); <i>Souls v. Mitchell</i> , 2011 WL 1399245, at *5 (N.D. Cal. Apr. 13, 2011).	Relevant background, character, and rebuttal impeachment evidence; foundation will be established at trial; Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609. See <i>Rubalcava v. City of San Jose</i> , 2024 WL 2031641, at *5 (N.D. Cal. May 6, 2024) (denying motion in limine to exclude prior bad acts evidence, and allowing objections to be made to such evidence at trial depending on use).		

Ex. No.	Date	Begin Dates	End Dates	Nektar Title/Description	Lilly Title/Description	Nektar Sponsoring Witness	Lilly Sponsoring Witness	Purpose for Offering	Lilly Objection(s)	Nektar's Responses to Objection(s)	Nektar Objection(s)	Lilly's Responses to Objection(s)
Trial Exh 1598	9/11/2025			Case No. 23-2134; United States Court of Appeals for 7th Circuit; <i>Streck v Lilly - 7th Circuit Order</i>		Skovronsky; Jonsson; Other Lilly Witness		Proof of Lilly's liability for breach of contract and breach of the implied covenant of good faith and fair dealing	Not relevant (401); no foundation; unfair prejudice outweighs probative value (403); and inadmissible under 404. This is a court document regarding a civil False Claims Act judgment and appeal in unrelated litigation, which has no "tendency" to make any material fact in this case "more or less probable," "introduces significant" "danger of confusing the issues, wasting time, and misleading the jury" that substantially outweighs any probative value, and it is impermissible character evidence that does not prove "motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident." <i>Bulletin Displays, LLC v. Regency Outdoor Advert., Inc.</i> , 2011 WL 7710202, at *1 (C.D. Cal. Nov. 10, 2011); <i>Sault v. Mitchell</i> , 2011 WL 1399245, at *5 (N.D. Cal. Apr. 13, 2011).	Relevant background, character, and rebuttal impeachment evidence; foundation will be established at trial; Rule 403 balance favors admissibility; not inadmissible under Rules 404 and/or 609. See <i>Rahulcar v. City of San Jose</i> , 2024 WL 2031641, at *5 (N.D. Cal. May 6, 2024) (stating motion in limine to exclude prior bad acts evidence, and allowing objections to be made to such evidence at trial depending on use).		
Trial Exh 1599	9/18/2025	N/A	N/A		<a href="https://www.nektar.com/wp-content/uploads/2025/09/EADV-2025_Silverberg-et-al_Repegaldevleakin_REZOI.VE:AD.pdf">https://www.nektar.com/wp-content/uploads/2025/09/EADV-2025_Silverberg-et-al_Repegaldevleakin_REZOI.VE:AD.pdf</a>		Zalevsky, Yu, Liu, Fantom, Kotzin, Tagliaferri	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg			Relevance (401-402)	The exhibit is relevant to Lilly defenses, rebutting Nektar claims, and cross-examination of named Nektar witnesses (see Rules 401, 402).
Trial Exh 1600	2/XX/2023	Nektar00000526960	Nektar00000526960		Nektar Repeg SLE & Ad Market Research Final Report		Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete
Trial Exh 1601	3/XX/2021	LLY02115551	LLY02115607		Lilly Immunology Disease Strategy Systemic Lupus Erythematosus slides		Murray	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg.			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1602	3/XX/2023	Nektar0000100411	Nektar00000100451		March 2023 Market Research		Ruddock, Robin, Zalevsky	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(es).			Foundation/Personal Knowledge (104-602); Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1603	N/A	LLY02082165	LLY02082174		Talzr Probability Assessment Document (PAD)		Krueger, Skovronsky, Nirula	Relevant to Lilly's efforts, expertise, and resources to develop Repeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104-602); Relevance (401-402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 1604	N/A	LLY02082185	LLY02082187		Contrarian Perspective on Talzr Hidradenitis Suppurativa Commercial Decision		Skovronsky, Krueger	Relevant to Lilly's efforts, expertise, and resources to develop Repeg or other relevant drugs relevant under the License Agreement standard.			Hearsay (802); Incomplete (106); Foundation/Personal Knowledge (104-602); Relevance (401-402); MIL	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807). Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602). The exhibit is relevant to CRE (see Rules 401, 402). MIL is opposed.
Trial Exh 1605	N/A	Nektar00000468904	Nektar00000468909		Initial Scope of Work #9		Huckstep	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(es).			Hearsay (802)	Not hearsay (Rule 801) and/or hearsay exception applies (see Rules 803, 804, 807).
Trial Exh 1606	N/A	Nektar00000635996	Nektar00000636143		Protocol J1 P-MC-RFAE		Kotzin	Relevant to collaboration development decisions to defend against Nektar's breach of contract claims; Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(es).			Incomplete (106)	Exhibit has been supplemented for completion or Exhibit is complete.
Trial Exh 1607	N/A	Nektar00000857258	Nektar00000857278		Prepared Remarks Nektar Draft Script		Ruddock	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(es).			Incomplete (106); Relevance (401-402); MIL	Exhibit has been supplemented for completion or Exhibit is complete. The exhibit is relevant to Lilly defenses and to rebut Nektar claims (see Rules 401, 402). MIL is opposed.
Trial Exh 1608	N/A	Nektar00000862990 LLY02435468	Nektar00000862998 LLY03435474		Questions for Nektar	Pfeifer	Krueger, Other Nektar Witness	Rebut and defend against Nektar's claim that Lilly failed to use commercially reasonable efforts to develop Repeg; cross examination of the named Nektar witnesses(es).	Not relevant; hearsay.	Relevant to Lilly's CRE obligation and development of Repeg; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.	Incomplete (106); Lack of Foundation/Personal Knowledge (104-602)	Exhibit has been supplemented for completion or Exhibit is complete. Foundation/personal knowledge will be established at trial (see Rule 602).
Trial Exh 1609	Undated	LLY02435304	LLY02435372	Lance Pfeifer's Journal			Huckstep	Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant to claims or objections; hearsay.	Relevant to Lilly's CRE obligation and development of Repeg; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807.		
Trial Exh 1610	Undated	LLY01323587	LLY01324143	Jeremy Huckstep's Journal		Rameyer		Proof of Lilly's liability for breach of contract and the implied covenant of good faith and fair dealing	Not relevant; hearsay; no foundation / personal knowledge.	Relevant to Lilly's CRE obligation and development of Repeg; not hearsay under Rule 801; admissible for non-hearsay purpose and/or subject to hearsay exception under Rules 803/807; foundation and knowledge will be established at trial.		
Trial Exh 1611	Various			Kathryn Rameyer Day Planner								

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